



RESOLUTION approving the engineering plans for:
Lots 102 - 111 Howard Sowell Estate Subdivision (ASPR)
and accepting security in-lieu-of Bond

WHEREAS, MSD Car Sales are the Developers of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, located at 5118 Pleasant View Road, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **MSD Car Sales,** and the **City of Memphis,** covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **Lots 102 - 111 Howard Sowell Estate Subdivision (ASPR)** are hereby approved.

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract, accepting in-lieu-of Bond, **Letter-of-Credit #570397** in the amount of **\$73,600.00,** as project security.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior programming at Hickory Hill Community Center.

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

City of Memphis Parks

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

N/A

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

District-3 Super-8

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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00)



G189

Resolution accepting additional grant funds of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) from Tennessee Department of Disability and Aging for Hickory Hill Community Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Hickory Hill Community center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90150 and;

WHEREAS, it is necessary to appropriate these funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) into PK90150; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) be allocated and appropriated to PK90150.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior Center operations and programming at Frayser-Raleigh Sr. Center.

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

City of Memphis Parks

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

N/A

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

District-1 Super-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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00).

G191



Resolution accepting additional grant funds of Eight Thousand Eight Hundred Fifty-Seven Dollars from Tennessee Department of Disability and Aging for Frayser- Raleigh Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Lewis senior center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90149 and;

WHEREAS, it is necessary to appropriate these funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies into each PK90149; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) be allocated and appropriated to PK90149.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior Center operations and programming at Frayser-Raleigh Sr. Center.

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

City of Memphis Parks

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

N/A

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

District-1 Super-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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00).

G191



Resolution accepting additional grant funds of Eight Thousand Eight Hundred Fifty-Seven Dollars from Tennessee Department of Disability and Aging for Frayser- Raleigh Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Lewis senior center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90149 and;

WHEREAS, it is necessary to appropriate these funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies into each PK90149; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) be allocated and appropriated to PK90149.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Five Thousand Dollars (\$5,000.00) to support Senior Center operations and programming at Ruth Tate Senior Center.

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

City of Memphis Parks

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

N/A

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

District-6 Super-8

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.

City of Memphis must approve revenue of Five Thousand Dollars (\$5,000.00).



G192

Resolution accepting additional grant funds of Five Thousand Dollars (\$5,000.00) from Tennessee Department of Disability and Aging for Ruth Tate Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Ruth Tate senior center has been awarded additional grant funds in the amount of Five Thousand Dollars (\$5,000.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90148; and

WHEREAS, it is necessary to appropriate these funds in the amount of Five Thousand Dollars (\$5,000.00) for supplies; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant funds of Five Thousand Dollars (\$5,000.00) into PK90148; and

BE IT FURTHER RESOLVED that funding of Five Thousand Dollars (\$5,000.00) be allocated and appropriated to PK90148.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior Center operations and programming at McWherter Sr. Center.

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

City of Memphis Parks

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

N/A

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

District-2 Super-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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00).



G193

Resolution accepting additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) from Tennessee Department of Disability and Aging for McWherter Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, McWherter senior center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90147 and;

WHEREAS, it is necessary to appropriate these funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty Seven Dollars (\$8,857.00) into PK90147; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars(\$8,857.00) be allocated and appropriated to PK90147.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior Center operations and programming at Orange Mound Senior Center.

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

City of Memphis Parks

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

N/A

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

District-4 Super 8

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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00).

G190



Resolution accepting additional grant funds of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) from Tennessee Department of Disability and Aging for Orange Mound Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Orange Mound senior center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90145 and;

WHEREAS, it is necessary to appropriate these funds in the amount of Eight thousand Eight Hundred Fifty-Seven dollars (\$8857.00) for supplies;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies into PK90145; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8857.00) be allocated and appropriated to PK90145.



Memphis City Council Summary Sheet

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

Resolution to accept additional grant funds from TN Dept of Disability and Aging in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) to support Senior Center operations and programming at Josephine Lewis Sr. Center.

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

City of Memphis Parks

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

N/A

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

District-7 Super- 8

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.

City of Memphis must approve revenue of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00).



G194

Resolution accepting additional grant funds of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) from Tennessee Department of Disability and Aging for Josephine K. Lewis Senior Center.

WHEREAS, Tennessee Department of Disability and Aging and is a division of the State of Tennessee; and

WHEREAS, the City of Memphis, through Memphis Parks, owns and operates six senior centers; and

WHEREAS, Memphis Parks has been awarded grant funds to support senior center operations and programming; and

WHEREAS, Lewis senior center has been awarded additional grant funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00); and

WHEREAS, it is necessary to accept these funds and amend the Fiscal Year 2026 operating budget grant account PK90146; and

WHEREAS, it is necessary to appropriate these funds in the amount of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 operating budget be hereby amended by accepting the grant of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) for supplies into each PK90146; and

BE IT FURTHER RESOLVED that funding of Eight Thousand Eight Hundred Fifty-Seven Dollars (\$8,857.00) be allocated and appropriated to PK90146.



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to Accept a Grant in the amount of Ninety-Five Thousand Dollars (\$95,000.00) from the American Society for the Prevention of Cruelty to Animals (ASPCA) for the Benefit of Memphis Animal Services.

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

Executive

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

This item does not require a change to an existing ordinance or resolution.

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

This will impact all districts.

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

This item does not require a new contract

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

This item will amend the budget to include this additional funding allocation.

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

Same night minutes are needed so we can receive and utilize the new funding as soon as possible.



Resolution to Accept a Grant in the amount of Ninety-Five Thousand Dollars (\$95,000.00) from the American Society for the Prevention of Cruelty to Animals (ASPCA) for the Benefit of Memphis Animal Services.

WHEREAS, the American Society for the Prevention of Cruelty to Animals, better known as the ASPCA, has awarded a grant in the amount of Ninety-Five Thousand Dollars (\$95,000.00) to Memphis Animal Services; and

WHEREAS, this grant was made under the ASPCA’s 2025 National Shelter Initiative – Access to Veterinary Care program, and the grant funds are restricted to the purpose of supporting access to veterinary care; and

WHEREAS, Memphis Animal Services will use the funds to cover heartworm treatment for heartworm-positive dogs adopted from MAS, reducing financial barriers for adopters and increasing positive outcomes for heart-worm positive dogs; and

WHEREAS, this grant will directly benefit the citizens of Memphis by reducing the cost of adopting and caring for heart-worm positive dogs, make lifesaving adoption more accessible to families, reduce the length of stay in the shelter for heart-worm positive dogs, and increase the number of dogs who can safely transition into permanent homes; and

WHEREAS, it is necessary to accept these grant funds and amend the Fiscal Year 2026 Budget accordingly, and allow for expenditure of same; and

WHEREAS, it is necessary to appropriate these funds in the amount of Ninety-Five Thousand Dollars (\$95,000.00); and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the Fiscal Year 2026 Budget is hereby amended to accept and appropriate the ASPCA grant funds in the amount of Ninety-Five Thousand Dollars (\$95,000.00) for the benefit of Memphis Animal Services as follows:

Award:	13424
Project Number	GA07014
REVENUES	
ASPCA	\$95,000.00
EXPENDITURE	
Misc. Professional Services	\$95,000.00

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12592 – Electric Distribution/Transmission Construction and Maintenance**
2. **Requested Funding – \$56,833,920.00**
3. **Award Duration – 60 months from the date of the Notice to Proceed**
4. **Type of Bid – Sealed Bid**
5. **Awarded To – Davis H. Elliot Construction Company, Inc.**
6. **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 (r2I).**
7. **Impact – This contract is to assist with cost benefit as well as ensure business continuity.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 awarded 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, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish supervision, labor, equipment, tools, supplies, transportation of equipment, labor, transportation of materials supplied by the Contractor and/or materials supplied by MLGW, to construct and maintain the Overhead Electric Distribution/Transmission System to MLGW's most current Construction Standards. This work will be performed on MLGW's energized overhead primary voltage (12kV/23kV and 115kV/161kV) and secondary voltages (120/240, 240/480, 120/208, 227/480 etc..) to include both the street and rear property line of the MLGW Overhead Electric Distribution/Transmission System (with or without mechanical equipment) throughout Memphis and Shelby County, Tennessee; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 14, 2025. MLGW solicited 31 bidders and received 13 bids on September 2, 2025. Four (4) bidders were deemed non-compliant; of which, one (1) Contractor failed to meet the required 5% Bid Bond requirement; and three (3) Contractors failed to meet the required State of Tennessee licensing requirement. The lowest and best bid received was from Davis H. Elliot Construction Company, Inc. in the funded amount of \$56,833,920.00. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards 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.

The project scope is to furnish supervision, labor, equipment, tools, supplies, transportation of equipment, labor, transportation of materials supplied by the Contractor and/or materials supplied by MLGW, to construct and maintain the Overhead Electric Distribution/Transmission System to MLGW's most current Construction Standards. This work will be performed on MLGW's energized overhead primary voltage (12kV/23kV and 115kV/161kV) and secondary voltages (120/240, 240/480, 120/208, 227/480 etc.,) to include both the street and rear property line of the MLGW Overhead Electric Distribution/Transmission System (with or without mechanical equipment) throughout Memphis and Shelby County, Tennessee.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 14, 2025. MLGW solicited 31 bidders and received 13 bids on September 2, 2025. Four (4) bidders were deemed non-compliant; of which, one (1) Contractor failed to meet the required 5% Bid Bond requirement; and three (3) Contractors failed to meet the required State of Tennessee licensing requirement. The lowest and best bid received was from Davis H. Elliot Construction Company, Inc. in the funded amount of \$56,833,920.00. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of 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, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – 15-Ton Digger Derrick Truck
2. **Requested Funding** – \$369,740.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Utilizing Sourcewell Contract #040924-ALT
5. **Awarded To** – Global Rental Co., Inc.
6. **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
7. **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.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved the purchase of a 15-ton digger derrick truck and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, 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. This vehicle will replace older equipment based on factors such as age, operational usage, and repair costs; and

WHEREAS, a bid was opened on January 7, 2026. In accordance with Tennessee Code Annotated §12-3-1205, Cooperative Purchasing Agreements; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing authority. Sourcewell contract number 040924-ALT will be utilized to procure the digger derrick truck. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of a 15-ton digger derrick truck from Global Rental Co., Inc. in the amount of \$369,740.00 chargeable to the MLGW 2026 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for a 15-ton digger derrick truck to Global Rental Co., Inc. in the amount of \$369,740.00.

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. This vehicle will replace older equipment based on factors such as age, operational usage, and repair costs.

A bid was opened on January 7, 2026. In accordance with Tennessee Code Annotated §12-3-1205, Cooperative Purchasing Agreements; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing authority. Sourcewell contract number 040924-ALT will be utilized to procure the digger derrick truck. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Transportation – Vehicle Acquisition and Training is \$12,243,000.00; the amount spent year-to-date is \$911.94; leaving a balance available of \$12,242,088.06; of which \$369,740.00 will be spent on this purchase in 2026; leaving a balance available of \$11,872,348.06 after award; and

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

Commissioners:

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

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;

Totaling \$369,740.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in four weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Class 8 Cab and Chassis Trucks
2. **Requested Funding** – \$1,111,332.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – Rush Truck Centers of Tennessee, Inc.
6. **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
7. **Impact** – The trucks will replace existing trucks that will be retired from service based on age, operational usage, and repair costs.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved the purchase of class 8 cab and chassis trucks and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, 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. The vehicles will replace existing equipment that will be retired from service; and

WHEREAS, bids were opened on January 7, 2026. Notice to Bidders was advertised. Four bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee, Inc. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of class 8 cab and chassis trucks from Rush Truck Centers of Tennessee, Inc. in the amount of \$1,111,332.00 chargeable to the MLGW 2026 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for class 8 cab and chassis trucks to Rush Truck Centers of Tennessee, Inc. in the amount of \$1,111,332.00.

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. The vehicles will replace existing equipment that will be retired from service.

Bids were opened on January 7, 2026. Notice to Bidders was advertised. Four bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee, Inc. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Transportation – Vehicle Acquisition and Training is \$7,383,000.00; the amount spent year-to-date is \$46,345.40; leaving a balance available of \$7,336,654.60; of which \$1,111,332.00 will be spent on this

purchase in 2026; leaving a balance available of \$6,225,322.60 after award; and

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

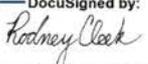
THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Global Rental Co., Inc. is approved for furnishing:

3 – Latest model cab and chassis having at least 35,000 pounds GVWR, two-wheel drive with 102-inch cab-to-axle, all in accordance with Division Specification No. TCC-26-1312;

9 – Latest model crew cab and chassis having at least 35,000 pounds GVWR, two-wheel drive with 102-inch cab-to-axle, all in accordance with Division Specification No. TCC-26-1320;

Totaling \$1,111,332.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 11-16 weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12636 - Fast Charge TN Network (Emergency)**
2. **Requested Funding – \$294,000.00**
3. **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.**
4. **Type of Bid – Emergency Award Ratification**
5. **Awarded To – JMM Farm and Company, LLC**
6. **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.**
1. **Impact – The grant would be rescinded and the funds would be sent back to the state for reallocation.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 ratified the emergency award of Contract No. 12636, Fast Charge TN Network (Emergency) with JMM Farm and Company, LLC in the funded not-to-exceed amount of \$294,000.00, and is now recommending to the Council of the City of Memphis that it approve said ratification of the emergency award as approved; and

WHEREAS, the project scope is to provide engineering, permitting, site work, and electrical activities at 714 Madison Avenue, Memphis, TN 38103 and 187 Washington Avenue, Collierville, TN 38017 to facilitate the installation of ChargePoint electric vehicle charging equipment to be operated by Memphis Light, Gas, and Water; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System, The Daily Memphian, and the Memphis Daily News on November 17, 2025. MLGW solicited 11 bids; of which, six (6) Contractors attended the mandatory site visit held on December 4, 2025 and were deemed qualified to bid on the project. Two (2) bids were received on December 17, 2025; of which, the lowest and best bid received was from JMM Farm and Company, LLC in the funded amount of \$294,000.00. Tennessee Department of Environmental and Conservation (TDEC) will reimburse MLGW 80% of the budget as part of TDEC's Fast Charge TN grant once the project is completed. The term of this contract is 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. This ratification of the emergency award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the ratification of 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it ratify 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.

The project scope is to provide engineering, permitting, site work, and electrical activities at 714 Madison Avenue, Memphis, TN 38103 and 187 Washington Avenue, Collierville, TN 38017 to facilitate the installation of ChargePoint electric vehicle charging equipment to be operated by Memphis Light, Gas, and Water.

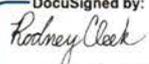
The Notice to Bidders was advertised using MLGW's Online Bid Notification System, The Daily Memphian, and the Memphis Daily News on November 17, 2025. MLGW solicited 11 bids; of which, six (6) Contractors attended the mandatory site visit held on December 4, 2025 and were deemed qualified to bid on the project. Two (2) bids were received on December 17, 2025; of which, the lowest and best bid received was from JMM Farm and Company, LLC in the funded amount of \$294,000.00. Tennessee Department of Environmental and Conservation (TDEC) will reimburse MLGW 80% of the budget as part of TDEC's Fast Charge TN grant once the project is completed. The term of this contract is 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. This ratification of the emergency award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the ratification of 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, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Ratification of the Emergency Award.

I hereby certify that the foregoing is a true copy of
a resolution adopted by the Board of Light, Gas
and Water Commissioners at a regular meeting
held on 18th day of February, 2026, at which a
quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – 12339 - Janitorial Services**
2. **Requested Funding – \$1,854,410.09 (Renewal amount \$1,613,410.09, Scope Change amount \$226,000.00, plus \$15,000.00 in contingency)**
3. **Award Duration – Scope Change, Fourth and Final Renewal and Increase (May 23, 2026 through May 22, 2027)**
4. **Type of Bid – Sealed Bid**
5. **Awarded To – Mason’s Professional Cleaning Services, LLC**
6. **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.**
7. **Impact – This contract is to assist with the cleanliness and sanitation of various MLGW facilities.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved 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, and is now recommending to the Council of the City of Memphis that it approves said scope expansion, renewal and increase as approved; and

WHEREAS, the project scope is to provide supplemental day workers to perform janitorial services as well as disinfecting services at the following MLGW facilities: Administration Building; Downtown Credit Office; North Service Center; MLGW University; Electric and System Operations; Choctaw; Water Laboratory; Sheahan Pumping Station; and Netters Business Center located in Memphis and Shelby County, Tennessee. The contract award was selected based on the lowest and best bid received using the Sealed Bid process; and

WHEREAS, this change is to renew the current contract for the fourth and final annual renewal term for the period covering May 23, 2026 through May 22, 2027 in the funded amount of \$1,613,410.09 with no increase in rates from the previous term. In addition, this change is to expand the scope to add janitorial services for the newly acquired facility located at 7135 Goodlett Farms Parkway in the amount of \$226,000.00. Furthermore, MLGW is requesting contingency funds in the amount of \$15,000.00 for any unforeseen circumstances which may occur. The total funded amount of this scope expansion, renewal and increase is \$1,854,410.09. This scope expansion, renewal and increase complies with all applicable laws and policies. The new contract value is \$6,922,597.13; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of 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.

The project scope is to provide supplemental day workers to perform janitorial services as well as disinfecting services at the following MLGW facilities: Administration Building; Downtown Credit Office; North Service Center; MLGW University; Electric and System Operations; Choctaw; Water Laboratory; Sheahan Pumping Station; and Netters Business Center located in Memphis and Shelby County, Tennessee. The contract award was selected based on the lowest and best bid received using the Sealed Bid process.

This change is to renew the current contract for the fourth and final annual renewal term for the period covering May 23, 2026 through May 22, 2027 in the funded amount of \$1,613,410.09 with no increase in rates from the previous term. In addition, this change is to expand the scope to add janitorial services for the newly acquired facility located at 7135 Goodlett Farms Parkway in the amount of \$226,000.00. Furthermore, MLGW is requesting contingency funds in the amount of \$15,000.00 for any unforeseen circumstances which may occur. The total funded amount of this scope expansion, renewal and increase is \$1,854,410.09. This scope expansion, renewal and increase complies with all applicable laws and policies. The new contract value is \$6,922,597.13.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the 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, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Scope Expansion, Renewal and Increase.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:



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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12289 – Independent Claims Adjuster Services**
- 2. Requested Funding – \$15,000.00**
- 3. Award Duration – Ratification and Fourth and the final Renewal (March 15, 2026 through March 14, 2027)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Horton & Associates of Memphis**
- 6. Plain Language Description – This contract is to provide independent claims adjuster services to support MLGW in-house claims department.**
- 7. 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.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved 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 and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to perform timely delivery of independent claims adjuster services to support MLGW's in-house Claims Department with claim investigation, adjusting and collection services. The contract award was selected based on the Request for Proposal ("RFP") evaluation process; and

WHEREAS, this change is to ratify and renew the current contract for the fourth and final annual renewal term covering the period of March 15, 2026 through March 14, 2027 in the funded amount of \$15,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$285,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Ratification and 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 4*) to Contract No. 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.

The project scope is to perform timely delivery of independent claims adjuster services to support MLGW's in-house Claims Department with claim investigation, adjusting and collection services. The contract award was selected based on the Request for Proposal ("RFP") evaluation process.

This change is to ratify and renew the current contract for the fourth and final annual renewal term covering the period of March 15, 2026 through March 14, 2027 in the funded amount of \$15,000.00 with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$285,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and 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, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12418 – Combined Medical and Pharmacy**
2. **Requested Funding – \$1,094,512.00 (Admin Fee 2027 and 2028)**
3. **Award Duration – First, second and final Renewal (January 1, 2027 through December 31, 2028)**
4. **Type of Bid – RFP**
5. **Awarded To – Cigna Health and Life Insurance**
6. **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.**
7. **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.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved the 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, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, transportation, and to be responsible for providing Healthcare Administration, Care Management Services, and an Administrator network for our self-funded (“OAP”) Open Access Plus medical plans and prescription drug plan for MLGW employees, retirees, and dependents effective January 1, 2024. The contract award was based on the Request for Proposal (“RFP”) evaluation process; and

WHEREAS, this change is to renew the current contract for the first, second and final renewal terms covering the period of January 1, 2027 through December 31, 2028 in the funded amount of \$1,094,512.00 for admin fees with no increase in rates from the initial term. This renewal complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of 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.

The project scope is to furnish all supervision, labor, transportation, and to be responsible for providing Healthcare Administration, Care Management Services, and an Administrator network for our self-funded (“OAP”) Open Access Plus medical plans and prescription drug plan for MLGW employees, retirees, and dependents effective January 1, 2024. The contract award was based on the Request for Proposal (“RFP”) evaluation process.

This change is to renew the current contract for the first, second and final renewal terms covering the period of January 1, 2027 through December 31, 2028 in the funded amount of \$1,094,512.00 for admin fees with no increase in rates from the initial term. This renewal complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of 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, as outlined in the foregoing preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:



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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12427 - Dental Insurance Coverage**
2. **Requested Funding – \$5,747,756.00**
3. **Award Duration – First, second and final Renewal (January 1, 2027 through December 31, 2028)**
4. **Type of Bid – RFP**
5. **Awarded To – Cigna Healthcare and Life Insurance Company**
6. **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.**
7. **Impact – Employees and retirees have the option to elect one (1) of the three (3) dental plans for themselves and family.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved 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, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to supply a provider network, customer service and claims administration for dental coverage at competitive limits and premiums for a voluntary Employee Dental Plan for approximately 2,437 active employees, dependents and 2,578 retirees. The contract award was based on the Request for Proposal (“RFP”) evaluation process; and

WHEREAS, this change is to renew the current contract for the first, second and final renewal terms covering the period of January 1, 2027 through December 31, 2028 in the funded amount of \$5,747,756.00 with no increase in rates from the initial term. 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. The Division’s projected portion for 2027 and 2028 is \$2,873,878.00 per year. Due to the increase in dental claims utilization, the dental premium rates will increase for the following: 1) the Incentive and Passive plan premium rates will increase 9%; and 2) the Dental Health Maintenance Organization (DHMO) plan will increase 5%. This renewal complies with all applicable laws and policies. The new contract value is \$13,923,866.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of 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.

The project scope is to supply a provider network, customer service and claims administration for dental coverage at competitive limits and premiums for a voluntary Employee Dental Plan for approximately 2,437 active employees, dependents and 2,578 retirees. The contract award was based on the Request for Proposal (“RFP”) evaluation process.

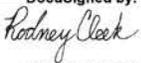
This change is to renew the current contract for the first, second and final renewal terms covering the period of January 1, 2027 through December 31, 2028 in the funded amount of \$5,747,756.00 with no increase in rates from the initial term. The Division’s annual contribution will be \$10.00 per active employee per month. Active employees will pay the balance of the monthly premium. Retirees will pay 100% of their premium. The Division’s projected portion for 2027 and 2028 is \$2,873,878.00 per year. Due to the increase in dental claims utilization, the dental premium rates will increase for the following: 1) the Incentive and Passive plan premium rates will increase 9%; and 2) the Dental Health Maintenance Organization (DHMO) plan will increase 5%. This renewal complies with all applicable laws and policies. The new contract value is \$13,923,866.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the 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, as outlined in the foregoing preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy
of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular
meeting held on 18th day of February, 2026, at
which a quorum was present.

DocuSigned by:

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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

- 1. Short title description – Contract No. 12583 (formerly Contract No. C2572) - Commercial Auto Insurance for Out-of-Town Travel**
- 2. Funded Amount - \$238,014.00 (\$218,014.00 plus \$20,000.00 in contingency)**
- 3. Award Duration – Ratification and Second of four (4) renewals (March 14, 2026 through March 13, 2027)**
- 4. Type of Bid – RFP**
- 5. Awarded to – Pete Mitchell and Associates, Inc.**
- 6. Plain Language Description - This contract is to provide insurance for vehicles traveling out of Tennessee.**
- 7. 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.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 18, 2026 approved 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, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide a minimum of \$1,000,000.00 liability coverage for approximately eighty (80) commercial automobiles traveling within a fifty (50) mile radius into Arkansas and Mississippi or any place in the contiguous United States on an emergency basis. The contract award was based on the Request for Proposals (“RFP”) evaluation process.

WHEREAS, this change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering March 14, 2026 through March 13, 2027 in the funded amount of \$218,014.00 with no increase in rates from the initial term. The previous term was coverage for 85 vehicles and this renewal is for coverage of 89 vehicles. In addition, MLGW is requesting contingency funds in the amount of \$20,000.00 for additional vehicles which may be later added to the policy. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$603,862.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Ratification and 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 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification and Renewal (*Change No. 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.

The project scope is to provide a minimum of \$1,000,000.00 liability coverage for approximately eighty (80) commercial automobiles traveling within a fifty (50) mile radius into Arkansas and Mississippi or any place in the contiguous United States on an emergency basis. The contract award was based on the Request for Proposals (“RFP”) evaluation process.

This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering March 14, 2026 through March 13, 2027 in the funded amount of \$218,014.00 with no increase in rates from the initial term. The previous term was coverage for 85 vehicles and this renewal is for coverage of 89 vehicles. In addition, MLGW is requesting contingency funds in the amount of \$20,000.00 for additional vehicles which may be later added to the policy. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$603,862.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification and 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, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:



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VP, CFO & Secretary-Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** - Request for salary approval for new hire to fill the position of Director, Billing and Payment Services.
2. **Requested Funding** - \$168,000.00
3. **Award Duration** - N/A
4. **Type of Bid** - N/A
5. **Awarded To** - N/A
6. **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.

RESOLUTION

WHEREAS, MLGW desires to hire a candidate to fill the vacant position of Director, Billing and Payment Services, and

WHEREAS, the Board of Memphis Light, Gas, and Water Commissioners at their meeting on February 18, 2026, approved an annual salary of \$168,000.00 for the Director, Billing and Payment Services position; and

WHEREAS, Memphis City Substitute Ordinance No. 5897 provides that the salary of executive management or other employees over \$120,000.00 be approved by the City Council.

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

THAT the annual salary of \$168,000.00 is hereby approved for the vacant Director, Billing and Payment Services position.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

WHEREAS MLGW desires to hire a candidate to fill the vacant position of Director, Billing and Payment Services at an annual salary of \$168,000.00; and

WHEREAS, the President & CEO and the Interim Chief People Officer recommend to the Board of Memphis Light, Gas & Water Commissioners an annual salary in the amount of \$168,000.00 for a candidate for the Director, Billing and Payment Services.

NOW THEREFORE BE IT RESOLVED by the Board of Memphis Light, Gas & Water Commissioners:

THAT, subject to the consent and approval of the City Council of the City of Memphis, the annual salary for the Director, Billing and Payment Services, in the amount of \$168,000.00 is hereby approved.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

Rodney Clark

C84E2E63D610415...

VP, CFO & Secretary-Treasurer

**SAME DAY MINUTES
APPROVED**

RESOLUTION SUMMARY

1. **Short Title Description** - Request for salary approval for the position of Vice President of Corporate Safety.
2. **Requested Funding** - \$234,769.60
3. **Award Duration** - N/A
4. **Type of Bid** - N/A
5. **Awarded To** - N/A
6. **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 \$232,523.20 for a position: Vice President of Corporate Safety, subject to the consent and approval of the City Council of the City of Memphis.

RESOLUTION

WHEREAS, MLGW desires to hire a candidate to fill the position of Vice President of Corporate Safety, and

WHEREAS, the Board of Memphis Light, Gas, and Water Commissioners at their meeting on February 18, 2026, approved an annual salary of \$234,769.60 for the Vice President of Corporate Safety position; and

WHEREAS, Memphis City Substitute Ordinance No. 5897 provides that the salary of executive management or other employees over \$120,000.00 be approved by the City Council.

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

THAT the annual salary of \$234,769.60 is hereby approved for the Vice President of Corporate Safety position.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 18, 2026

WHEREAS MLGW desires to hire a candidate to fill the position of Vice President of Corporate Safety at an annual salary of \$234,769.60; and

WHEREAS, the President & CEO and the Interim Chief People Officer recommend to the Board of Memphis Light, Gas & Water Commissioners an annual salary in the amount of \$234,769.60 for a candidate for the Vice President of Corporate Safety.

NOW THEREFORE BE IT RESOLVED by the Board of Memphis Light, Gas & Water Commissioners:

THAT, subject to the consent and approval of the City Council of the City of Memphis, the annual salary for the Vice President of Corporate Safety, in the amount of \$234,769.60 is hereby approved.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of February, 2026, at which a quorum was present.

DocuSigned by:

Rodney Cleek

C84E2E63D610415...

VP, CFO & Secretary-Treasurer

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

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

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

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

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

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

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

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

Sponsors:

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

Jana Swearengen-Washington

Chairwoman

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:

Comptroller



Memphis City Council Summary Sheet

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

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

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

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

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

Not applicable.

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

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

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

Not Applicable.

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

This resolution will require an expenditure of funds.



P113

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

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

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

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

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

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

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

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



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



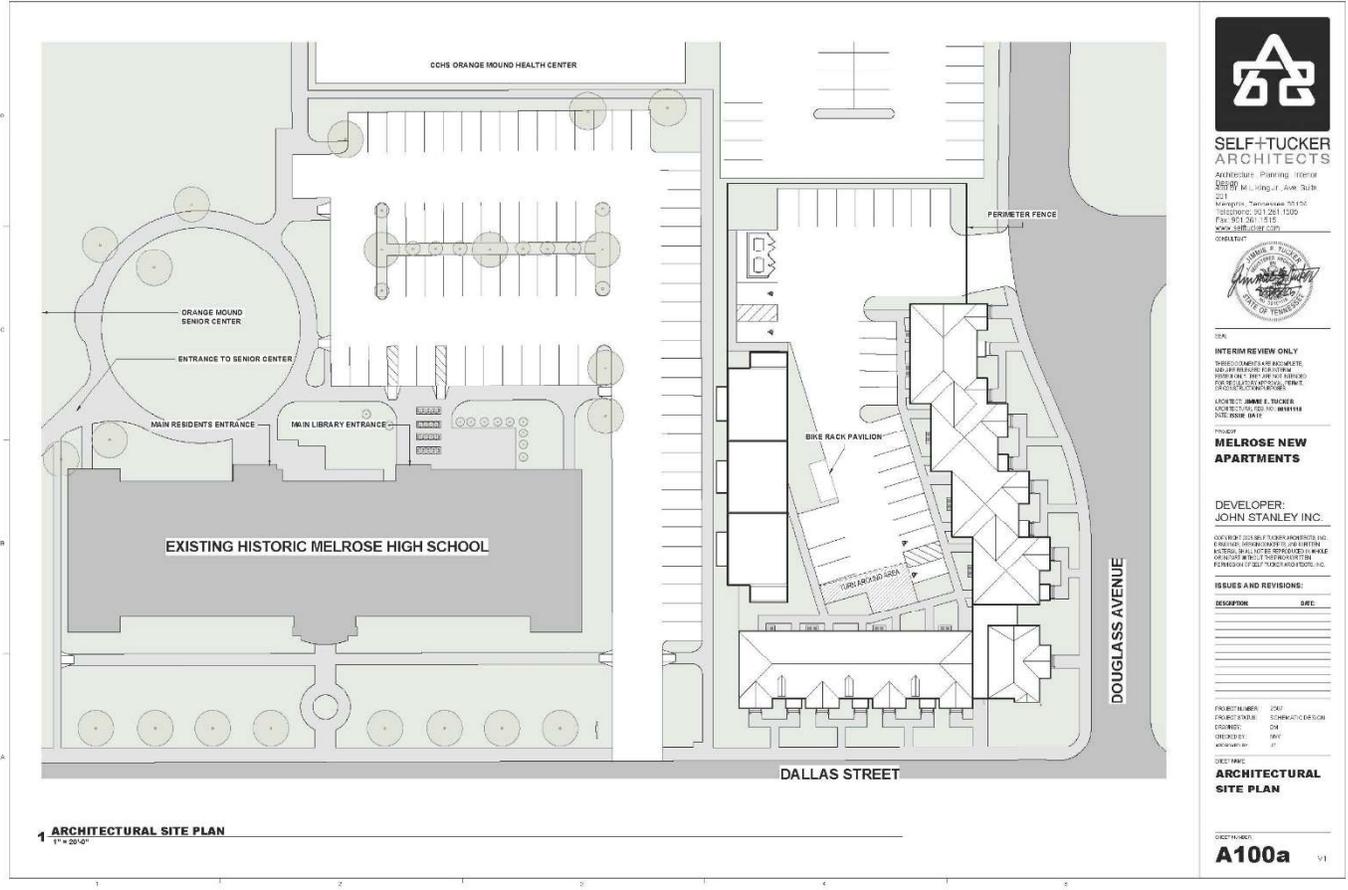
Progress & Schedule

- 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 B

The Redevelopment Project, as known as Historic Melrose School Revitalization



SELF+TUCKER ARCHITECTS

Architecture, Planning, Interior
 3500 W. Loop at Ave. Suite
 212
 Houston, Texas 77056 713 261 1000
 Fax: 713 261 1115
 www.self+tucker.com



DATE:
 INTERIM REVIEW ONLY
 THESE DOCUMENTS DO NOT CONSTITUTE
 A CONTRACT. CONTRACT DOCUMENTS SHALL BE
 USED TO GOVERN THE PROJECT.
 LICENSEE: DAVID E. TUCKER
 LICENSE NO.: 16174
 DATE ISSUED: 04/11

PROJECT:
MELROSE NEW APARTMENTS

DEVELOPER:
 JOHN STANLEY INC.

OWNER: JOHN STANLEY INC.
 ARCHITECT: SELF+TUCKER ARCHITECTS, INC.
 DATE: 04/11

ISSUES AND REVISIONS:

DESCRIPTION	DATE

PROJECT NUMBER: 001
 PROJECT NAME: SCHWARTZ DESIGN
 DRAWING: 04
 SHEET NO.: 001
 APPROVED BY: JT

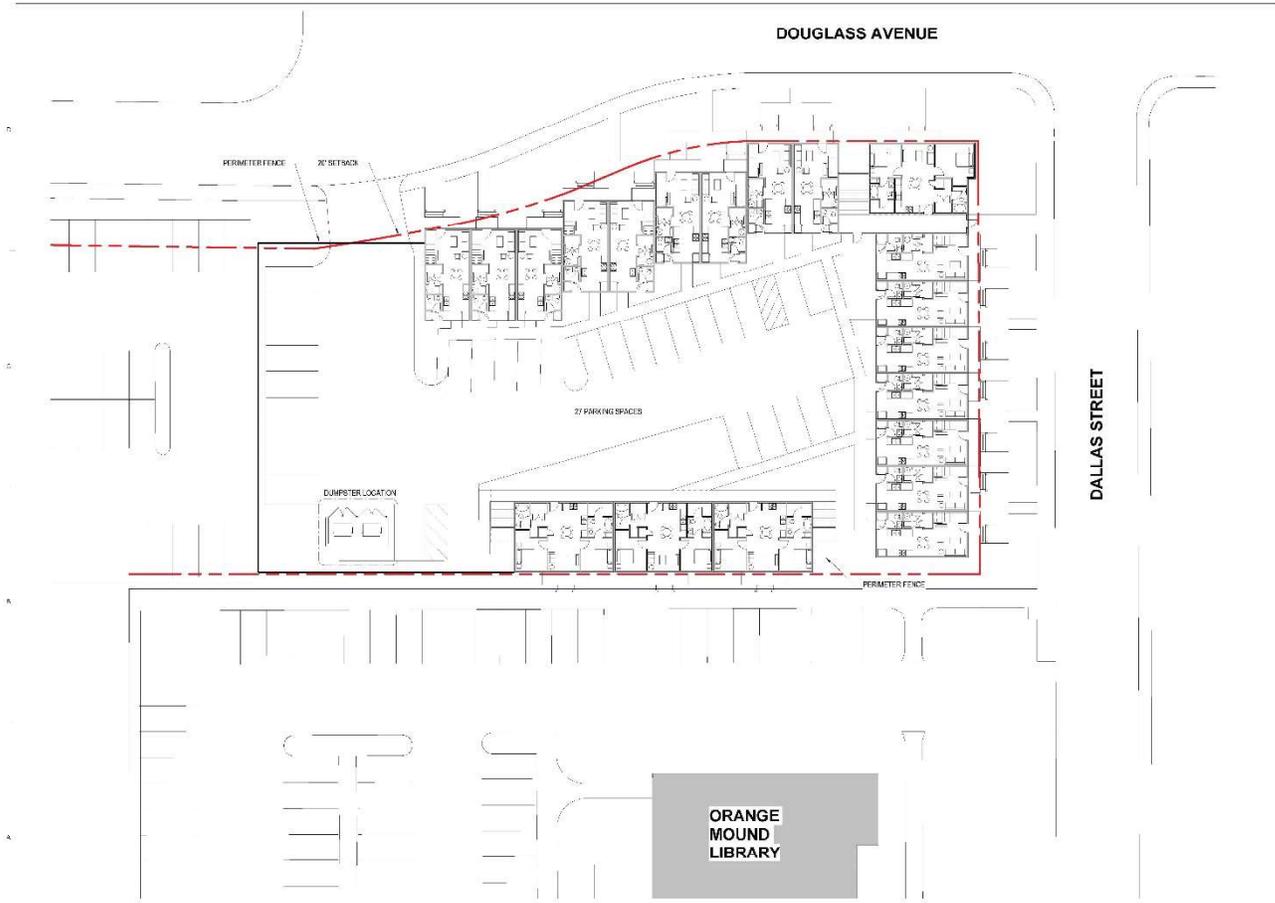
DRAWN BY:
ARCHITECTURAL SITE PLAN

DATE: 04/11
A100a

1 ARCHITECTURAL SITE PLAN
 1" = 20'-0"

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

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

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

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

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

City of Memphis' Solid Waste Division

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

None

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

District 3 and Super District 8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Cost Sharing.

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

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

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

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

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

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

Note: Budget includes 15% contingency

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

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

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

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

With a Copy to:

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

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

6. Dispute Resolution.

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

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

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

Executive of City of Memphis:

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

Executive of Shelby County:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MEMPHIS

SHELBY COUNTY

By: _____
Paul A. Young, Mayor

By: _____
Lee Harris, Mayor

Date: _____

Date: _____

Approved as to Form:

By: _____
Tannera Gibson, Chief Legal Officer/City Attorney

By: _____
Marlinee Iverson, Shelby County Attorney

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

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

CONSENT ORDER

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

PARTIES

I.

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

II.

The City is a municipal government entity.

III.

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

JURISDICTION

IV.

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

V.

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

VI.

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

VII.

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

FACTS

VIII.

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

Exhibit A

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

IX.

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

X.

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

XI.

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

Exhibit A

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

Exhibit A

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

XVII.

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

ORDER**XVIII.**

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

A. SITE SURVEY AND CAP EVALUATION

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

B. CORRECTIVE ACTION WORK PLAN

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

Exhibit A

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

C. GROUNDWATER MONITORING PLAN

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

D. SOIL GAS SURVEY

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

E. OPERATION AND MAINTENANCE PLAN

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

F. NOTICE OF LAND USE RESTRICTIONS

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

Exhibit A

G. OVERSIGHT AND ASSISTANCE COSTS

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

H. LETTER OF COMPLETION AND NO FURTHER ACTION DETERMINATION

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

I. FINANCIAL ASSURANCE

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

Exhibit A

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

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

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

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

Exhibit A

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

(2) ASSESSMENT CONFERENCES

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

(3) DISPUTE RESOLUTION

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

(4) RESTRICTED SITE ACTIVITIES

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

(5) SUBMISSION OF INFORMATION, REPORTS, AND STUDIES

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

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

(6) REQUEST FOR TIME EXTENSION

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

(7) NATIONAL CONTINGENCY PLAN REQUIREMENTS

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

Exhibit A

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

(8) ON-SITE CLEANUP PERMIT EXEMPTION

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

K. STIPULATED PENALTIES

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

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

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

Exhibit A

CONSENTING PARTIES' RESERVATION OF RIGHTS

XX.

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

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

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

WAIVER OF RIGHT TO APPEAL

XXI.

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

AUTHORITY TO SIGN

XXII.

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

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

Exhibit A

Date

James S. Sanders
Director
Division of Remediation

Exhibit A

Consented to and agreed to by the Consenting Parties.

CITY OF MEMPHIS

SHELBY COUNTY

Date Paul A. Young, Mayor

Date Lee Harris, Mayor

Approved as to form and legality by:

Payton M. Bradford
BPR Number 035053
Associate Counsel
Department of Environment & Conservation
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Nashville, Tennessee 37243
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Memphis City Council Summary Sheet

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

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

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

Solid Waste Division

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

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

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

No

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

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

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

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



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

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

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

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

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

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

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

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

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