



RESOLUTION approving the engineering plans for:
St. Jude East Gate and Road Project - Gene Logan Boulevard
And accepting Bond as security

WHEREAS, America Lebanese Syrian Associated Charities (ALSAC), and St. Jude Children’s Research Hospital (St. Jude) are the Developers of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, located on Gene Logan Boulevard, 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 **ALSAC and St. Jude,** 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 **St. Jude East Gate and Road Project - Gene Logan Boulevard** are hereby approved

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract, accepting **Travelers Casualty/Surety Company Performance Bond No. 108240246** in the amount of **\$ 236,000.00,** as project security.



RESOLUTION approving the engineering plans for:
Intersection of 7th Street and AW Willis Avenue
and accepting Bond as security

WHEREAS, America Lebanese Syrian Associated Charities (ALSAC), and St. Jude Children’s Research Hospital (St. Jude) are the Developers of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, located at the intersection of Seventh Street and A.W. Willis Avenue, 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 **ALSAC and St. Jude,** 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 **Intersection of 7th Street and AW Willis Avenue** are hereby approved

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract, accepting **Travelers Casualty/Surety Company Performance Bond No. 108240243** in the amount of **\$ 159,400.00,** as project security.



RESOLUTION approving the engineering plans for:
TCAT Memphis, Phase 2
and accepting Bond as security

WHEREAS, Tennessee College of Applied Technology (TCAT) is the Developers of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, located at 644 Alabama Avenue, 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 **TCAT,** 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 **TCAT Memphis, Phase 2** are hereby approved

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract, accepting **Liberty Mutual Insurance Company** Performance Bond No. **015230122** in the amount of **\$ 132,000.00,** as security.



RESOLUTION SUMMARY

- 1. Description – Contract No. 12390 - Project Portfolio Management Software Tool Acquisition**
- 2. Requested Funding – \$20,020.00**
- 3. Award Duration – Ratification of the approval of an invoice payment, after the fact, Vendor Scope Expansion and Increase (August 1, 2025 through July 31, 2026)**
- 4. Type of Bid – RFP**
- 5. Awarded To – WorkOtter, Inc.**
- 6. Plain Language Description – The WorkOtter software is used for Project Portfolio Management. The Vendor’s integration of the Power BI reporting tool aligns with the solution used for the monthly management metrics reporting - 4M Metrics Reporting.**
- 7. Impact – The Vendor product direction change is required for continued full use of the WorkOtter Project Portfolio Management Software. The software will not work without the change.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 approved the Ratification of an invoice payment, after the fact, Scope Change, and Increase (*Change No. 3*) to Contract No. 12390, Project Portfolio Management Software Tool Acquisition with WorkOtter, Inc. to ratify, expand the scope, and increase the current contract value in the funded amount of \$20,020.00, and is now recommending to the Council of the City of Memphis that it approves said ratification, scope change and increase as approved; and

WHEREAS, the project scope is to provide software solutions and support project, program, and portfolio management in a centralized solution with associated workflows for approval by the Information Technology Oversight Committee and/or members of our Senior Leadership Council. The contract award was based on the Request for Proposal (RFP) evaluation process; and

WHEREAS, this change is to ratify the approval of an invoice payment, after the fact, expand the scope, and increase the contract value to provide the following additional support services: (1) Prism PPM Business Platform License Upgrade; and (2) Manager Business License Upgrade: Reporting & Analytics in the amount of \$20,020.00. The existing reporting tool will no longer be effective April 1, 2026. This purchase will allow MLGW to convert existing reports prior to the deadline. The contract term will remain through July 31, 2026. This Ratification, Scope Change, and Increase complies with all applicable laws and policies. The new contract value is \$428,778.20; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Ratification, Scope Change, and Increase (*Change No. 3*) to Contract No. 12390, Project Portfolio Management Software Tool Acquisition with WorkOtter, Inc. to ratify, expand the scope, and increase the current contract in the funded amount of \$20,020.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the Ratification and approval, after the fact, of an invoice payment, Scope Change, and Increase (*Change No. 3*) to Contract No. 12390, Project Portfolio Management Software Tool Acquisition with WorkOtter, Inc. to ratify, expand the scope, and increase the current contract value in the funded amount of \$20,020.00.

The project scope is to provide software solutions and support project, program, and portfolio management in a centralized solution with associated workflows for approval by the Information Technology Oversight Committee and/or members of our Senior Leadership Council. The contract award was based on the Request for Proposal (RFP) evaluation process.

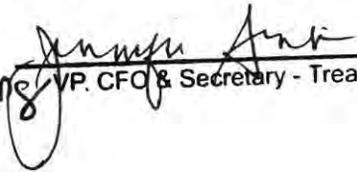
This change is to ratify the approval of an invoice payment, after the fact, expand the scope, and increase the current contract value to provide the following additional support services: (1) Prism PPM Business Platform License Upgrade; and (2) Manager Business License Upgrade: Reporting & Analytics in the amount of \$20,020.00. The existing reporting tool will no longer be effective April 1, 2026. This purchase will allow MLGW to convert existing reports prior to the deadline. The contract term will remain through July 31, 2026. This Ratification, Scope Change, and Increase complies with all applicable laws and policies. The new contract value is \$428,778.20.

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 of an invoice payment, after the fact, Scope Change, and Increase (*Change No. 3*) to Contract No. 12390, Project Portfolio Management Software Tool Acquisition with WorkOtter, Inc. to ratify, expand the scope, and increase the current contract in the funded amount of \$20,020.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Ratification, Scope Change, 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 4th day of Feb. 2026 at which a quorum was present.

Acting  VP. CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Horizontal Luminaires LED 200W Equivalent
2. **Requested Funding** – \$361,038.08
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – Engineered Sealing Components LLC
6. **Plain Language Description** – The 200W luminaires deliver intense, widespread, clear white light for large demanding environments where visibility and energy savings are crucial. The luminaires are typically installed on highways and major arterials. Purchasing 1,352 will allow us to have enough inventory on hand to keep up with replacements due to knockdowns, light failures, and to add lights where necessary in the system.
7. **Impact** – The luminaries are utilized to distribute and control artificial lighting across MLGW's service area. The luminaires are needed for upcoming projects and for infrastructure updates.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 approved the purchase of horizontal luminaires LED 200W equivalent and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the 200W luminaires deliver intense, widespread, clear white light for large demanding environments where visibility and energy savings are crucial. The luminaires are needed to keep up with replacements due to knockdowns, light failures, and to add lights where necessary in the system; and

WHEREAS, bids were opened on November 19, 2025. Notice to Bidders was advertised. Fifteen bids were solicited, and four bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of horizontal luminaires LED 200W equivalent from Engineered Sealing Components LLC in the amount of \$361,038.08 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 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for horizontal luminaires LED 200W equivalent to Engineered Sealing Components LLC in the amount of \$361,038.08.

The 200W luminaires deliver intense, widespread, clear white light for large demanding environments where visibility and energy savings are crucial. The luminaires are needed to keep up with replacements due to knockdowns, light failures, and to add lights where necessary in the system.

Bids were opened on November 19, 2025. Notice to Bidders was advertised. Fifteen bids were solicited, and four bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components LLC. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Electric Street Light Maintenance – Miscellaneous Accounting Transaction is \$3,750,000.00; of which \$361,038.08 will be spent on this purchase in 2026; leaving a balance available of \$3,388,961.92 after award; and

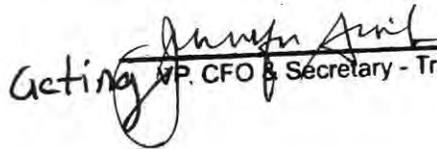
NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Engineered Sealing Components LLC is approved for furnishing:

1,352 – Luminaires horizontal LED 200W equivalent, 3000K, 200W high pressure sodium cobra head equivalent, shall comply with MLGW Specification 43-60XX dated August 29, 2025;

Totaling \$361,038.08; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in seven 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 4th day of Feb. 2026 at which a quorum was present.


Acting VP. CFO & Secretary - Treasurer

RESOLUTION SUMMARY

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



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 approved the purchase of standard concrete post tops and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the standard post-tops are durable, precast concrete structures designed to support lighting fixtures on major and residential streets. The standard concrete post tops are needed to maintain an adequate inventory for replacements and emergency knock-downs.; and

WHEREAS, bids were opened December 10, 2025. Notice to Bidders was advertised. Thirteen bids were solicited, and five bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of standard concrete post tops from Engineered Sealing Components LLC in the amount of \$190,838.60 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 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for standard concrete post tops to Engineered Sealing Components LLC in the amount of \$190,838.60.

The standard post-tops are durable, precast concrete structures designed to support lighting fixtures on major and residential streets. The standard concrete post tops are needed to maintain an adequate inventory for replacements and emergency knock-downs.

Bids were opened on December 10, 2025. Notice to Bidders was advertised. Thirteen bids were solicited, and five bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components LLC. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Electric Street Lights Install – Miscellaneous Accounting Transaction is \$3,205,000.00; the amount spent year-to-date is \$17,117.09; leaving a balance available of \$3,187,882.91; of which \$190,838.60 will be spent on this purchase in 2026; leaving a balance available of \$2,997,044.31 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 Engineered Sealing Components LLC is approved for furnishing:

85 – Standard concrete post top 17 ½-foot overall length, butt base height to be 16 ½-

foot. Finish shall be sky grey in color and water polished. Standards shall be made in accordance with MLGW Specifications #43-8426 dated August 30, 1999;

Totaling \$190,838.60; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 20 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 4th day of Feb. 2026, at which a quorum was present.


Acting VP. CFO & Secretary - Treasurer

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12599 - Heavy Duty/High Volume Utility Bill Insertion System**
 - 2. Requested Funding – \$734,820.00 (\$725,220.00 proposal amount plus \$9,600.00 in contingency)**
 - 3. Award Duration – 60 months from the date of the Notice to Proceed**
 - 4. Type of Bid – RFP**
 - 5. Awarded To – Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance**
 - 6. Plain Language Description – The services rendered will be used to replace existing equipment that is over 15 years old. The equipment will be used to read, fold, insert, and apply proper postage to all MLGW residential and commercial customers' utility bills, account statements, and letters; including account cut offs and water leaks. The equipment will be used to process the 21 monthly cycles of the previously mentioned product lines which will be used to process approximately 600,000 cut sheets monthly.**
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- 1. Impact – The work this equipment will process has been identified as a Critical Business Function – Level A, in the business continuity plan for MLGW's Corporate Communication area. MLGW customers that select and receive paper would be serviced by the equipment.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 awarded Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System to Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance in the funded amount of \$734,820.00, 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, transportation, equipment, and materials to secure a Heavy-Duty, High-Volume mail inserting system for 60 months. This contract award was selected based on the Request for Proposal ("RFP") evaluation process.

WHEREAS, the Request for Proposal was advertised using MLGW's Online Bid Notification System and via email on July 14, 2025. MLGW solicited nine (9) firms and received two (2) proposals on August 28, 2025; of which, one (1) proposal was deemed non-compliant due to the Respondent's failure to sign their proposal as required. The most responsive proposal received was from Bell and Howell, LLC including a lease agreement with Bell and Howell Capital Finance to provide all service calls, software, annual and monthly preventive maintenance, maintenance parts, installation, relocation, and removal charges in the amount of \$725,220.00. The proposal was evaluated based on the following criteria: 1) Work Plan and Compliance with Mandatory Specifications; 2) Expense; 3) Vendor Credentials and References; and 4) Demonstrations. Furthermore, MLGW is requesting contingency funds in the amount of \$9,600.00 for additional training of MLGW personnel after initial installation. The total amount of this award is \$734,820.00. 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. 12599, Heavy Duty/High Volume Utility Bill Insertion System to Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance in the funded amount of \$734,820.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System to Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance in the funded amount of \$734,820.00.

The project scope is to furnish supervision, labor, transportation, equipment, and materials to secure a Heavy-Duty, High-Volume mail inserting system for 60 months. This contract award was selected based on the Request for Proposal (“RFP”) evaluation process.

The Request for Proposal was advertised using MLGW’s Online Bid Notification System and via email on July 14, 2025. MLGW solicited nine (9) firms and received two (2) proposals on August 28, 2025; of which, one (1) proposal was deemed non-compliant due to the Respondent’s failure to sign their proposal as required. The most responsive proposal received was from Bell and Howell, LLC including a lease agreement with Bell and Howell Capital Finance to provide all service calls, software, annual and monthly preventive maintenance, maintenance parts, installation, relocation, and removal charges in the amount of \$725,220.00. The proposal was evaluated based on the following criteria: 1) Work Plan and Compliance with Mandatory Specifications; 2) Expense; 3) Vendor Credentials and References; and 4) Demonstrations. Furthermore, MLGW is requesting contingency funds in the amount of \$9,600.00 for additional training of MLGW personnel after initial installation. The total amount of this award is \$734,820.00. 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. 12599, Heavy Duty/High Volume Utility Bill Insertion System to Bell and Howell, LLC, and approves the associated lease agreement with Bell and Howell Capital Finance in the funded amount of \$734,820.00, 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 4th day of Feb 2026 at which a quorum was present.

Jennifer Smith
Acting VP. CFO & Secretary Treasurer

RESOLUTION SUMMARY

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



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 approved the extension of Purchase Order Number 7054390 for control cable and is now recommending to the Council of the City of Memphis that it approves said extension; and

WHEREAS, extending the purchase order ensures a continuous supply of control cable required for the integration and commissioning of new substations and transformer banks. The cables are needed to ensure we have adequate material for upcoming jobs; and

WHEREAS, on February 7, 2024 the Board of Light, Gas and Water Commissioners approved a twelve-month purchase order for control cable in the amount of \$767,566.00, with the option to extend the contract for two additional twelve-month periods; and

WHEREAS, on April 16, 2025 the Board of Light, Gas and Water Commissioners approved the first twelve-month extension for control cable in the amount of \$1,551,285.00. A balance of \$887,316.41 remains from the approved amount; and

WHEREAS, approval is requested to extend Purchase Order Number 7054390 for the second, twelve-month period. The prices for the extension will be based on metals escalation / de-escalation. Additional funds in the amount of \$1,643,300.00 are requested for the extension. The new expiration date with the extension is March 6, 2027. The new contract value is \$3,962,151.00. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved extension of Purchase Order Number 7054390 to ATG Supply LLC in the amount of \$1,355,159.73 chargeable to the MLGW 2026 fiscal year budget and the remaining balance of \$288,140.27 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves a twelve-month extension of Purchase Order Number 7054390 with ATG Supply LLC for control cable.

Extending the purchase order ensures a continuous supply of control cable required for the integration and commissioning of new substations and transformer banks. The cables are needed to ensure we have adequate material for upcoming jobs.

On February 7, 2024 the Board of Light, Gas and Water Commissioners approved a twelve-month purchase order for control cable in the amount of \$767,566.00, with the option to extend the contract for two additional twelve-month periods.

On April 16, 2025 the Board of Light, Gas and Water Commissioners approved the first twelve-month extension for control cable in an additional amount of \$1,551,285.00. A balance of \$887,316.41 remains from the approved amount.

Approval is requested to extend Purchase Order Number 7054390 for the second, twelve-month period. The prices for the extension will be based on metals escalation / de-escalation. Additional funds in the amount of \$1,643,300.00 are requested for the extension. The new expiration date with the extension is March 6, 2027. The new contract value is \$3,962,151.00. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

The 2026 budgeted amount for Electric Substation – Miscellaneous Accounting Transaction is \$26,805,000.00; the amount spent year-to-date is \$416,362.88; leaving a balance available of \$26,388,637.12; of which \$1,355,159.73 will be spent on this purchase in 2026; leaving a balance available of \$25,033,477.39; of which \$288,140.27 will be spent in subsequent budget year as approved; 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, approves the extension of Purchase Order Number 7054390 with ATG Supply LLC for control cable as outlined in the foregoing preamble.

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 4th day of Feb. 2026 at which a quorum was present.


Acting VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12594 - Revenue and Meter Services Support (Emergency)**
2. **Requested Funding – \$350,000.00 (\$300,000.00 plus \$50,000.00 in contingency)**
3. **Award Duration – Scope Change and Increase (April 3, 2025 through April 2, 2026)**
4. **Type of Bid – Emergency Award Ratification**
5. **Awarded To – Bridgewater Consulting Group, Inc.**
6. **Plain Language Description – This change is to expand the scope of the current contract for Bridgewater Consulting Group, Inc. services to support stabilization, improvement of the Customer Experience, and Energy Services (CEES) Business Unit.**
7. **Impact – The Consultant will provide expertise in: 1) Organizational Planning; 2) Workforce Optimization; 3) Goal Setting Performance Management; 4) Cross-Function Coordination; and 5) Business Planning and Risk Mitigation.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 approved Scope Change and Increase (*Change No. 1*) to Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. to expand the scope and increase the current contract value in the funded amount of \$350,000.00, and is now recommending to the Council of the City of Memphis that it approves said scope change and increase as approved; and

WHEREAS, the project scope is to assist MLGW's transition from an analog system to an automated Meter-2-Cash (M2C) model by providing support for the following four key areas: 1) Organizational Planning & Workforce Optimization which comprises driving continuous process evolution within the Meter-2-Cash function, aligning resources with strategic objectives, and supporting planned system upgrades; 2) Goal Setting & Performance Management which comprises establishing clear organizational goals, defining key performance indicators (KPIs), and implementing a structured monitoring framework; 3) Cross-Functional Coordination which comprises acting as a liaison between the Customer Service Business Unit and IT/IS teams, ensuring seamless technology and process integration; and 4) Business Planning & Risk Mitigation which includes supporting the development of a two-year business plan that outlines strategic priorities, risk management approaches, and performance monitoring mechanisms; and

WHEREAS, this change is to expand the scope and increase the contract value to provide the following additional support services: (1) Top Tier Customer Billing Improvement; (2) Billing-On-Behalf-Of (BOBO) Remediation and Contract Alignment; (3) Establishment of the Customer Experience, and Energy Services (CEES) Project Management Office; (4) Operational and Analytical Support for the Billing Services Department; and (5) Ongoing CEES Leadership Cadence Support in the amount of

\$300,000.00. MLGW is also requesting contingency funds in the amount of \$50,000.00 for any unforeseen issues. The total funded amount of this scope change and increase is \$350,000.00. The contract term will remain through April 2, 2026. This Scope Change and Increase complies with all applicable laws and policies. The new contract value is \$939,180.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Scope Change and Increase (*Change No. 1*) to Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. to expand the scope and increase the current contract value in the funded amount of \$350,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Scope Change and Increase (*Change No. 1*) to Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. to expand the scope and increase the current contract value in the funded amount of \$350,000.00.

The project scope is to assist MLGW's transition from an analog system to an automated Meter-2-Cash (M2C) model by providing support for the following four key areas: 1) Organizational Planning & Workforce Optimization which comprises driving continuous process evolution within the Meter-2-Cash function, aligning resources with strategic objectives, and supporting planned system upgrades; 2) Goal Setting & Performance Management which comprises establishing clear organizational goals, defining key performance indicators (KPIs), and implementing a structured monitoring framework; 3) Cross-Functional Coordination which comprises acting as a liaison between the Customer Service Business Unit and IT/IS teams, ensuring seamless technology and process integration; and 4) Business Planning & Risk Mitigation which includes supporting the development of a two-year business plan that outlines strategic priorities, risk management approaches, and performance monitoring mechanisms.

This change is to expand the scope and increase the contract value to provide the following additional support services: (1) Top Tier Customer Billing Improvement; (2) Billing-On-Behalf-Of (BOBO) Remediation and Contract Alignment; (3) Establishment of the Customer Experience, and Energy Services (CEES) Project Management Office; (4) Operational and Analytical Support for the Billing Services Department; and (5) Ongoing CEES Leadership Cadence Support in the amount of \$300,000.00. MLGW is also requesting contingency funds in the amount of \$50,000.00 for any unforeseen issues. The total funded amount of this scope change and increase is \$350,000.00. The

contract term will remain through April 2, 2026. This Scope Change and Increase complies with all applicable laws and policies. The new contract value is \$939,180.00.

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 Scope Change and Increase (*Change No. 1*) to Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. to expand the scope and increase the current contract value in the amount of \$350,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Scope Change 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 4th day of Feb. 2026, at which a quorum was present.


Acting P. CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12596 - Public and Employee Education Campaign**
2. **Requested Funding – \$475,000.00**
3. **Award Duration – One (1) year from the date of the Notice to Proceed with an option of one (1) annual renewal**
4. **Type of Bid – RFP**
5. **Awarded To – LEAP FIVE, LLC dba Matter**
6. **Plain Language Description – MLGW will work with a marketing firm to develop and implement a comprehensive education campaign aimed at improving MLGW's image amongst employees, and customers. The selected agency will create a strategy that enhances customer perception, and engages employees in adopting and fostering a positive brand reputation.**
7. **Impact – This work with a marketing firm will help to define what employees and the public need most from MLGW. The firm will help determine the right messaging that resonates best with our customer base to help educate the public about MLGW's assistance programs such as payment assistance, and weatherization opportunities.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 4, 2026 awarded Contract No. 12596, Public and Employee Education Campaign to LEAP FIVE, LLC dba Matter in the funded amount of \$475,000.00 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 develop and implement a comprehensive education campaign aimed at improving MLGW's image amongst employees and customers; and

WHEREAS, the Request for Proposal was advertised using MLGW's Online Bid Notification System on July 29, 2025. MLGW solicited seven (7) firms and received four (4) proposals on August 28, 2025. The most responsive proposal received was from LEAP FIVE, LLC dba Matter in the amount \$475,000.00. The proposal was evaluated based on the following criteria: 1) References; 2) Experience and Capability; 3) Cost; and 4) Implementation Plan. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of one (1) annual renewal. 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. 12596, Public and Employee Education Campaign to LEAP FIVE, LLC dba Matter in the funded amount of \$475,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12596, Public and Employee Education Campaign to LEAP FIVE, LLC dba Matter in the funded amount of \$475,000.00.

The project scope is to develop and implement a comprehensive education campaign aimed at improving MLGW's image amongst employees and customers.

The Request for Proposal was advertised using MLGW's Online Bid Notification System on July 29, 2025. MLGW solicited seven (7) firms and received four (4) proposals on August 28, 2025. The most responsive proposal received was from LEAP FIVE, LLC dba Matter in the amount \$475,000.00. The proposal was evaluated based on the following criteria: 1) References; 2) Experience and Capability; 3) Cost; and 4) Implementation Plan. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of one (1) annual renewal. 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. 12596, Public and Employee Education Campaign to LEAP FIVE, LLC dba Matter in the funded amount of \$475,000.00, 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 4th day of Feb- 2026; at which a quorum was present.


Acting VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** - Request for salary approval for new hire to fill the position of Director, Internal Audit.
2. **Requested Funding** - \$171,204.80
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 \$171,204.80 for a new hire position: Director, Internal Audit, subject to the consent and approval of the City Council of the City of Memphis.

RESOLUTION

WHEREAS, MLGW desires to hire a candidate to fill the vacant position of Director, Internal Audit, and

WHEREAS, the Board of Memphis Light, Gas, and Water Commissioners at their meeting on February 4, 2026, approved an annual salary of \$171,204.80 for the Director, Internal Audit 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 \$171,204.80 is hereby approved for the vacant Director, Internal Audit position.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 4, 2026

WHEREAS MLGW desires to hire a candidate to fill the vacant position of Director, Internal Audit at an annual salary of \$171,204.80; 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 \$171,204.80 for a candidate for the Director, Internal Audit.

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, Internal Audit, in the amount of \$171,204.80 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 4th day of February, 2026 at which a quorum was present.

Acting Jennifer Smith
VP. CFO & Secretary - Treasurer

SAME DAY MINUTES
APPROVED



January 20, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

Cheryl Pesce

be appointed to the Memphis Light, Gas & Water Commission with a term expiration date of October 30, 2028.

I have attached biographical information.

Sincerely,

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

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS LIGHT, GAS & WATER COMMISSION

Oath of Office Required

5 Member Board

3 Year Term

Purpose:

The Memphis Light, Gas & Water Board is responsible for providing oversight to the municipal utility system which provides electricity, natural or artificial gas, or water to the citizens of Memphis

Leon Dickinson, Sr.	10-30-25
Kevin Woods	06-30-28
Carl Person	10-30-28
Cheryl Pesce	10-30-25
Michael Pohlman	07-30-26

Non-voting County Wide Advisory Members:

James Lewellen	07-30-26
John R. Butler	07-30-26



January 20, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

Brian Waldron

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

I have attached biographical information.

Sincerely,

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

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS STORMWATER BOARD

5 Member Board

2 Alternate Members

2 Year Term

Oath of Office Required

Purpose of Board:

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

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

Alternates:

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



January 21, 2026

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

Dear Chairwoman White:

Subject to Council approval, I hereby recommend that:

Nicholas Thompson

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

I have attached biographical information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul A. Young", is written over the typed name and title.

Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS BOARD OF ETHICS

8 Member Board

6 Year Term

Oath of Office Required

Purpose:

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

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

Updated 01/2026

**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

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS PERTAINING TO CONTRACTS AND SALARIES OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION TO SET LIMITS OF CONTRACTS AND SALARIES OR COMPENSATION FOR EMPLOYEES OR OTHERS REQUIRING CITY COUNCIL APPROVAL.

WHEREAS, Section 681 of the City's Charter, adopted by Private Act of the Tennessee Legislature in 1939 (the "Memphis City Charter"), reserved to the City Council authority to approve, in advance of execution, contracts entailing an obligation or expenditure in excess of Five Thousand Dollars (\$5,000.00) to be executed by the Board of Light, Gas & Water Commissioners of the City of Memphis ("MLGW Board"); and

WHEREAS, under the provisions of Ordinance No. 3054, dated September 2, 1980, to the City's Charter (the "Home Rule Amendment"), the City Council is authorized to increase by Ordinance the amount of contracts and salaries or compensation for employees or others requiring City Council approval; and

WHEREAS, Section 675 of the Memphis City Charter, as amended by Ordinance 3509, adopted on November 5, 1985, also reserved to the City Council authority to approve the setting of salaries or other compensation of any officers, executive management employees, or other employees for MLGW in excess of \$90,000.00 in advance of employment; and

WHEREAS, Ordinance 5046, adopted April 13, 2004, stated that all contracts (other than emergency purchases and spot market purchases of natural gas) entailing an obligation or expenditure, including fees or other compensation of any engineers, auditors, attorneys, consultants, and others employed to render extraordinary services to MLG&W, in excess of \$25,000 shall require Council approval in advance of execution; and

WHEREAS, Ordinance 5383, adopted in 2010, amended Council's authority to approve contracts (other than exempt purchases) to an increased amount of \$50,000.00; and

WHEREAS, Ordinance 5819, adopted on March 22, 2022, amended Council's authority to approve the setting of salaries or other compensation of any officers, executive management employees or other employees for MLGW to an increased amount of \$180,000.00, in advance of employment, and to approve all contracts (other than exempt purchases) in an increased amount of \$500,000.00; and

WHEREAS, Ordinance 5826, adopted on June 21, 2022, amended Council's authority to approve all contracts (other than exempt purchases) in a decreased amount of \$250,000.00; and

WHEREAS, Ordinance 5897 adopted on April 9, 2024, amended Council's authority to approve the setting of salaries or other compensation of any officers, executive management employees or other employees for MLGW in a decreased amount of \$120,000.00, in advance of employment. and to approve all contracts (other than exempt purchases) in a decreased amount of \$150,000.00; and

WHEREAS, Ordinance 5897, per Section 5, was in full force and effect for sixth months and then to be reviewed by the Council six months after taking effect, and on October 14, 2024 a verbal motion was made to amend the Ordinance by deleting Section 5 and the Council voted to approve the motion; and

WHEREAS, from time to time, the City Council has amended its Code of Ordinances to adjust the limits of authority granted to the MLGW Board for the execution of contracts and the setting of salaries for employees hired as deemed appropriate; and

WHEREAS, in recognition of the requests for transparency requests from citizens regarding MLGW contracts and salaries, and to improve MLGW's fiscal and operational efficiency in hiring and completing work, the City Council desires to raise the limits requiring approval by the Council prior to execution.

NOW THEREFORE BE IT ORDAINED THAT,

SECTION 1. Section 1 of Ordinance No. 5897 is amended and restated as follows:

Notwithstanding Ordinance No. 5897 to the contrary, all contracts (other than emergency purchases, purchases of natural gas and other derivative products, and settlements between MLGW and its employees pursuant to the workers' compensation laws of the State of Tennessee, which shall not require City Council approval in advance of execution) entailing an obligation or expenditure, including fees or other compensation of any engineers, auditors, attorneys, consultants and others employed to render extraordinary services to MLGW, in excess of Five Hundred Thousand Dollars (\$500,000.00) shall require City Council approval in advance of execution. Furthermore, all interlocal agreements or contracts between MLGW and any municipality or division of government (other than the City of Memphis and its divisions) that involve the collection of any municipal, county or other government fee, tax or other charge not directly related to utility service (such as electricity, gas, or water utility service) shall require Council approval in advance of execution. In emergencies, MLGW may enter into emergency purchases as defined herein, for which emergency purchases shall be later ratified by the Council. MLGW may also purchase natural gas and other derivative instruments daily as long as the aggregate annual amount of these purchases are approved by the Council in the annual budget of MLGW.

For the purposes of this Ordinance, the term "emergency purchases" shall include, but shall not necessarily be limited to, any purchase orders and contracts in excess of Five Hundred Thousand Dollars (\$500,000.00) needed to: (i) remedy any hazardous, unsafe or environmentally harmful event or condition that has created or may create a harmful situation for the public or MLGW employees, whether or not ordered, directed or requested by a federal or state agency; (ii) ensure continuous and reliable utility service to MLGW customers, or (iii) take whatever steps are reasonably necessary to address problems caused by a catastrophic event.

SECTION 2. Section 2 of Ordinance No. 5897 is amended and restated as follows:

Notwithstanding Ordinance No. 5897 to the contrary, any salaries or other compensation of any officers, executive management employees or other employees for MLGW in excess of One Hundred and Eighty-Thousand Dollars (\$180,000.00) shall require approval in advance of employment.

SECTION 3. Except to the extent inconsistent with the provisions hereof, the provisions of Ordinances Nos. 3509 5046, 5256, 5291, 5383, 5574, 5819, and 5897 are hereby ratified and shall remain in full force and effect.

SECTION 4. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 5. This Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law until repealed or amended.

Ford Canale, Chairman

Council Sponsors:
Ford Canale
Jana Swearngen-Washington
Philip Spinosa

REFERENDUM ORDINANCE NO. 5966

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

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

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

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

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

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

Section 1. Proposed Amendment and Authorization.

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

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

“ARTICLE 34: CIVIL SERVICE

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

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

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

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

Section 3. Certification and Delivery to Election Commission.

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

Section 4. Proposal and preference.

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

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

‘ARTICLE 34: CIVIL SERVICE

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

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

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

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

Section 5. Effective Date of Charter Amendment.

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

Section 6. Certification of Results.

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

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

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

SPONSORS:

JB Smiley, Jr.

Jerri Green

Dr. Jeff Warren

J. Ford Canale

Yolanda Cooper-Sutton

Jana Swearengen-Washington

Pearl Eva Walker

Dr. Michalyn Easter-Thomas

Edmund Ford, Sr.

Philip Spinosa

CHAIRMAN

J. Ford Canale

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, AS ADOPTED BY THE CITY OF MEMPHIS ON AUGUST 10, 2010, AND BY SHELBY COUNTY ON AUGUST 9, 2010, AS AMENDED, TO REVISE THE ZONING AND SUBDIVISION REGULATIONS WITHIN THE CITY OF MEMPHIS, PERTAINING TO CORRECTIONAL FACILITIES, SPECIFICALLY DETENTION CENTERS, JAILS, AND PRISONS.

WHEREAS, by the provisions of Chapter 165 of the Private Acts of the General Assembly of the State of Tennessee for the year 1921, authority was conferred upon the legislative body of the City of Memphis, Tennessee, to establish districts or zones within the corporate territory of the City of Memphis and to establish zoning regulations pertaining thereto, and to amend said zones or districts and zoning regulations pertaining thereto from time to time; and

WHEREAS, by the provisions of Chapter 613 of the Private Acts of the General Assembly of the State of Tennessee for the year 1931, the legislative bodies of the City of Memphis and the County of Shelby were given authority to establish districts or zones within the territory in Shelby County, Tennessee, outside of, but within five miles of, the corporate limits of the City of Memphis, and to establish zoning regulations pertaining thereto, and to amend said zones or districts and zoning regulations from time to time; and

WHEREAS, by the provisions of Chapter 625 of the Private Acts of the General Assembly of the State of Tennessee for the year 1935, authority was conferred upon the legislative body of the County of Shelby to establish districts or zones within the unincorporated territory of Shelby County and outside the five-mile zone of the corporate limits of the City of Memphis, and to amend said zones or districts and zoning regulations pertaining thereto from time to time; and

WHEREAS, by the provisions of Chapter 470 of the Private Acts of 1967, the General Assembly of the State of Tennessee conferred upon the legislative body of Shelby County the authority to regulate the subdivision or re-subdivision of land into two or more parts; and

WHEREAS, by the provisions of Section 2 of Chapter 470 of the Private Acts of 1967, the General Assembly of the State of Tennessee conferred upon the legislative bodies of the City of Memphis and the County of Shelby the authority to regulate the subdivision and re-subdivision of land within three miles of the corporate limits of the City of Memphis into two or more parts; and

WHEREAS, by the provisions of Tennessee Code Annotated, Title 54, Chapter 10 [§ 54-10-101 et seq.], the General Assembly of the State of Tennessee conferred on the legislative body of Shelby County the authority to open, close, or change public roads within the areas subject to its jurisdiction; and

WHEREAS, the Unified Development Code (UDC) was adopted by the City of Memphis on August 10, 2010, and by Shelby County on August 9, 2010, as the new regulatory framework for zoning and subdivisions in the City of Memphis and unincorporated Shelby County; and

WHEREAS, the Memphis City Council is one of the entities authorized by the UDC to initiate amendments to the Code; and

WHEREAS, pursuant to the procedures set forth in the Unified Development Code and the underlying private acts, zoning amendments affecting only the jurisdictional boundaries of the City of Memphis and not the unincorporated areas of Shelby County do not require joint approval by both legislative bodies; and

WHEREAS, the Memphis City Council recognizes that correctional facilities have significant impacts on surrounding neighborhoods, infrastructure, and community safety, and therefore finds that requiring a Special Use Approval review will provide greater public oversight and ensure compatibility with adjacent land uses; and

WHEREAS, the City of Memphis finds it necessary to clarify the regulation of correctional facilities to ensure that detention centers, jails, and prisons shall not be permitted by right in any zoning district, but instead shall require a Special Use Approval review.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the Memphis and Shelby County Unified Development Code, Section 2.5.2 under the use category “Light Industrial,” is hereby amended to add the principal use of “Detention center, jail, prison (City of Memphis)” and this use shall be permitted in the Civic (CV), Commercial Mixed Use – 2 (CMU-2), Commercial Mixed Use – 3 (CMU-3), Employment (EMP), and Heavy Industrial (IH) districts only by approval of a Special Use Approval.

SECTION 2.9.4. SEVERABILITY CLAUSE

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

SECTION 2.9.5. EFFECTIVE DATE CLAUSE

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

Cosponsors
Michalyn Easter-Thomas
Jerri Green

Chairwoman
Jana Swarengen-Washington

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

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

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

Sec. 6-2-407. — Short Title.

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

Sec. 6-2-408. — Definitions.

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

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

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

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

City means the City of Memphis.

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

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

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

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

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

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

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

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

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

- limit the customary discretion of the SBE owner. There can be no restrictions through corporate charter provisions, bylaw provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by persons other than the SBE owner, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the SBE owner, without the cooperation or vote of any other individual, from making any business decision of the business enterprise. This subsection does not preclude a spousal co-signature on documents.
3. The SBE owner must possess the power to direct or cause the direction of the management and policies of the business enterprise and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
 - a. An SBE owner must hold the highest officer position in the company (e.g., chief executive officer or president).
 - b. In a corporation, the SBE owner must control the board of directors.
 - c. In a partnership, the SBE owner must serve as a general partner, with control over all partnership decisions.
 4. Individuals who are not the SBE owner may be involved in an SBE as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the business enterprise, or be disproportionately responsible for the operation of the business enterprise.
 5. The SBE owner may delegate various areas of the management, policymaking, or daily operations of the business enterprise to other participants in the firm. Such delegations of authority must be revocable, and the SBE owner must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the SBE owner in the business enterprise's overall affairs must be such that the Certifying Entity can reasonably conclude that the SBE owner exercises control over the business enterprise's operations, management, and policy.
 6. The SBE owner must have an overall understanding of, and managerial and

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

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

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

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

Day or days refers to calendar days.

Eligible project means:

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

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

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

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

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

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

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

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

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

- b. In the case of a partnership, such individual must possess at least 51 percent of each class of partnership interest. Such ownership must be reflected in the business enterprise's partnership agreement.
 - c. In the case of a limited liability company, such individual must possess at least 51 percent of each class of member interest.
2. The Certifying Entity must find that the individual's ownership is real, substantial, and continuing, going beyond proforma ownership of the business enterprise as reflected in ownership documents. The individual must enjoy the customary incidents of ownership and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

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

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

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

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

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

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

Sec. 6-2-409. — Statement of policy.

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

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

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

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

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

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

in this chapter including:

- a. Documents, forms, records or data regarding the dollar amounts subcontracted to or expended for services performed by subcontractors and suppliers on eligible projects, including the SBE status of each subcontractor and supplier; and
 - b. Documents, forms, records or data regarding certified SBEs.
17. Development and implementation of outreach and assistance programs to promote contracting opportunities for all businesses that wish to do business with the City, regardless of SBE status.
 18. Establishment of SBE citywide aspirational goals and project specific goals.
 19. Identify targeted procurements for SBE-only competition, depended on SBE availability.
 20. The duties of Business Services should include supporting the various City divisions in achieving their established Small Business Enterprise goals, as well as providing business development assistance to the local business community. This support should cover, but not be limited to, the following activities:
 - (a) Supply comprehensive resources, including informational materials, toolkits, and training sessions to assist divisions in meeting SBE goals.
 - (b) Offer expert advice and consulting services to help divisions understand and navigate SBE objectives effectively.
 - (c) Collaborate with divisions to develop strategic plans that align with SBE goals, ensuring a clear path to success.
 - (d) Facilitate the identification and establishment of partnerships with potential small businesses, promoting mutual benefits and collaboration.
 - (e) Organize and conduct training sessions and workshops focused on best practices for engaging with small businesses and achieving SBE objectives.
 - (f) Implement monitoring and evaluation processes to assess progress towards SBE goals and provide feedback for continuous improvement.

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

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

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

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

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

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

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

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

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

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

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

the contract;

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

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

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

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

are certified as of the bid or proposal due date.

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

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

C. Goal Setting Committee:

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

D. Sheltered market.

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

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

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

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

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

1. Demonstrate that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 CFR 121.103 do not exceed ten million dollars (\$10,000,000) or three hundred (300) employees;
 2. Demonstrate that the SBE owners listed on the certification application own and control the business;
 3. Demonstrate that it is or will be performing a commercially useful function;
 4. Demonstrate that it is located in the City; and
 5. Demonstrate that the principal owner maintains a residence in the Memphis MSA.
- B. Business Services or the Certifying Entity may also, if it deems it necessary, perform an on-site review of the potential SBE owner's business prior to approving an application for certification.
- C. A firm that is denied certification may not reapply for certification for a period of 12 months from the date of the denial.
- D. Firms certified by other government agencies will be required to be certified under this chapter regardless of previous certification.
- E. When a firm which has previously been designated an SBE exceeds either the gross revenue or the number of employees provision, it will be deemed to have graduated from the SBE Program with no right of reentry.
1. *Graduation procedures.* Any interested party may request an evaluation of an SBE firm. That evaluation will be performed at the time of the recertification for the SBE. Upon recertification, a firm will be evaluated for graduation from the program. Once Business Services has been notified by the certifying agency that the firm has exceeded the size standards established by the NAICS, the following steps will be followed:
 - a. Notification. Business Services shall issue a letter of notification to the firm detailing its intent to graduate the firm from the program. The letter of notification shall set forth findings, based on the facts and in accordance with law and regulations, for every material issue relating to the basis of the program graduation with specific reasons for each

finding.

- b. Appeal. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the firm must submit in writing to Business Services, information which would explain why the proposed basis of graduation is not warranted. Upon receipt of the appeal, Business Services will notify the firm in writing of the receipt of the appeal.
 - c. Review. If the firm appeals its graduation from the program within the requisite 45 days, the appeal will be reviewed by a committee composed of the director of finance, purchasing agent, and city engineer. Within 15 days of receipt of the appeal, a written decision will be issued to the firm by the committee via Business Services.
2. *Post graduation*. After the effective date of firm's graduation from the program as provided for herein, a firm is no longer eligible to participate in or receive assistance from the SBE program. However, such firm is obligated to complete previously awarded contracts and/or subcontracts, including any priced bids that may be exercised. Upon graduation there will be no right of reentry.

Sec. 6-2-415. — Recertification.

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

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

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

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

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

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

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

Sec. 6-2-419. — Appeals.

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

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

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

hearing date, time and place.

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

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

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

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

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

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

contracting requirements and to particular solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. The bidder submitted invitations to bid for work on the eligible project to qualified businesses, including certified SBEs.
 - d. The bidder included in such notices and invitations a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
 - e. The bidder promptly responded to inquiries, provided necessary physical access and time for interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time necessary to allow all interested businesses to prepare bids and quotes.
 - f. For each business which contacted or was contacted by the bidder regarding subcontracting or other services on the eligible project but was not contracted with or otherwise utilized on the eligible project, the bidder shall provide a written statement setting forth the dates of such contacts, the nature of such contacts, and the reasons why an agreement was not reached regarding work to be performed on the project. The bidder shall maintain all written documents reflecting such contacts, including bids, quotes and proposals.
7. To determine whether a bidder that has failed to meet SBE goals may be awarded the contract, the Business Services Manager, the director of finance and the purchasing agent, prior to the award of the project, will determine whether the efforts the bidder made to obtain SBE participation were good faith efforts. Efforts that are merely pro forma are not good faith efforts to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Business Services Manager, the director of finance and the purchasing agent will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that

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

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

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

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

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

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

Sec. 6-2-425. — Outreach to SBEs.

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

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

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

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

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

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

1. Local preference.

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

2. Local presence.

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

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

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

3. Exceptions.

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

Section 2. — Severability.

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

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

Section 3. — Codification.

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

Section 4. —Effective Date.

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

Sponsor(s):

J. Ford Canale
CHAIRMAN

ORDINANCE TO AMEND THE MEMPHIS CODE OF ORDINANCES
TO AMEND, CONSOLIDATE AND ADOPT ORDINANCES RELATIVE
TO BLIGHT REMEDIATION AND NEIGHBORHOOD
IMPROVEMENT

WHEREAS, the City Council has the power, by ordinance, to define, prevent and remove nuisances within the City; and

WHEREAS, the City Council has the power, and duty, to condemn as nuisances all buildings and other erections in the City, which, on inspection, shall be found to be unhealthy, unsanitary, or dangerous to persons or property, and cause the same to abated or removed, unless the owners thereof, at their own expense, upon notice, shall reconstruct the same in such manner as shall be prescribed by the Ordinances of the City; and

WHEREAS, the Memphis City Council hast the power by proper ordinance to require all rank weeds and grasses to be kept cut or otherwise destroyed, and shall have the authority to compel the owner, occupant or tenant of any property to cut or destroy such weeds or grasses; they shall also have power upon the refusal of the owner to cut or destroy such weeds or grasses, or in case the owner of the property is a nonresident or unknown, to cut or destroy such weeds or grasses, and shall have a lien upon the property on which said weeds or grasses are cut or destroyed for the cost of such removal, which lien can be enforced by attachment suit in any court of competent jurisdiction; they shall also have the power to make the refusal to cut or destroy such weeds or grasses a misdemeanor, punishable as other City offenses are punishable; and

WHEREAS, the City Council desires to establish an ordinance that establishes a comprehensive City program for eliminating or remediating blight within the City of Memphis; and

WHEREAS, the Council also desires to authorize the City Administration to establish programs for funding and incentivizing the construction of new affordable housing and for rehabilitation and/or

demolition of substandard and blighted properties within disadvantaged neighborhoods within the City; and

WHEREAS, the Council desires to centralize the administration and enforcement of all City ordinances and programs addressing blighted properties and neighborhoods within the City; and

WHEREAS, it is the intent of the Council to employ its plenary power to preserve the health and safety of residents of the City by eradicating nuisances, unhealthy, unsanitary vacant, abandoned, and/or dangerous properties and other private improvements, rank weeds, grasses and noxious growths, personal property abandoned in City rights-of-way and sidewalks, breeding grounds for mosquitoes and other insects, conditions which favor the multiplication and continued existence of rats and other vermin.

NOW, THEREFORE, BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL as follows:

Section 1. Intent and Scope of Ordinance. This Ordinance is intended to amend, consolidate and supplement certain provisions of the 1985 Memphis City Code of Ordinances, namely, Chapter 15 (Garbage, Trash, Refuse and Solid Waste) and Chapter 16 (Health and Sanitation—Weeds/Grass/Refuse Removal, Litter Control and Enforcement, Urban Blight Nuisances). In addition, this ordinance will provide procedures for more robust enforcement of blight remediation violations, including the increased use of civil actions to remove blighted properties and other conditions that may be injurious to human health or constitute a public nuisance.

Section 2. Consistent with the Titles and Chapters adopted by the Council for the 2021 Memphis Code of Ordinances, the Council hereby adopts the following Chapters and Sections for Title 9 of the 2021 Code of Ordinances as set forth in Section 3 of this Ordinance.

Section 3. TITLE 9- HEALTH AND SAFETY

CHAPTER 1.

BLIGHT REMEDIATION

Section 9-1-1. Definitions.

The following definitions shall apply to the interpretation and enforcement of this chapter:

Abandoned is any tangible personalty or property left unclaimed for a period of 30 days or more without any identifiable ownership and its presence raises a presumption of abandonment by owner of property upon which the personalty is found, left unattended in an obvious state of disrepair or declared by owner of property as worthless or not under his or her ownership.

Bulky refuse means discarded appliances such as stoves, refrigerators, water tanks, washing machines, discarded furniture, and inoperable motor vehicles, or similar bulky materials having a weight greater than 75 pounds and/or volume greater than 35 gallons.

Business building means any structure, whether public or private, that is adapted for occupancy for transaction of business, for rendering of professional service, for amusement, for the display, sale or storage of goods, wares, or merchandise, or for the performance of work or labor, including hotels, rooming houses, office buildings, public buildings, stores, theaters, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories, and all outhouses, sheds, barns and other structures on premises used for business purposes.

Cut and clean means cutting and removal of grass and/or rank grass and the clearing of the area from which such cuttings were made, the removal of all substances found upon the ground, the removal of noxious growth, tree branches, saplings, bushes, vines, undergrowth, abandoned foundations, abandoned piles of trash or any abandoned material, or tangible personalty which causes an obstruction to view of premises from the street, thoroughfare, or alleyway.

Garbage includes putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Hazardous substances and conditions means any element, chemical compound or otherwise which is a physical or health hazard as defined in the OSHA standard in 29 CFR, No. 1910-120(c) or a hazardous substance as defined in the OSHA standards in 29 CFR No. 1901-120(d), or any county health department regulation, which provides the

opportunity to expose unsuspecting city grounds maintenance employees, grass cutter personnel, and other humans, particularly children, and animals.

Litter includes garbage, refuse, rubbish and all other waste materials.

Low-Income Resident means Residents of the City who are 65 or older, disabled homeowners or 100 % disabled veteran homeowners or their surviving spouses and who meet annual income requirements certified each year by the City Treasurer, except for 100% disabled veterans or their widows/widowers, for example the 2024 Maximum household income is \$37,530.

Multifamily dwelling/apartment house means any building or portion thereof used as a multiple dwelling for the purpose of providing two or more separate dwelling units which may share means of egress and other essential facilities.

Nuisance means a structure, building, portion of building, foundations, in such a state of deterioration or abandonment or vacant lot(s) that is a blighting influence on neighboring properties. The fact that such buildings or structures on neighboring properties are abandoned or deteriorated is not a defense.

Occupant means the individual, partnership or corporation that owns or has the use of or occupies any business building or multifamily dwelling or part or fraction thereof, whether the actual owner or tenant. In the case of vacant business buildings or any vacant portion of a business building or multifamily dwelling, the owner, agent or other person having custody of the building shall have the responsibilities of an occupant of a building.

Owner means the actual owner of a business building, multifamily dwelling/apartment house, single-family dwelling/dwelling unit, or townhouse, whether individual, partnership or corporation, or the agent

of the building or other person having custody of the building or to whom rent is paid.

Person means every natural person, firm, partnership, association, corporation, municipal corporation or public authority.

Refuse is a comprehensive term meaning any worthless property or items left to be discarded, on protected or unprotected lots, vacant or structured, including, but not limited to, garbage, all putrescible substances, bulky refuse, rubbish, undergrowth, (to include bushes, vines, saplings), household fixtures, furniture, cartons, boxes, excelsior, rags, building/construction materials, abandoned materials (in bulk) such as residue from burning of wood, coal, coke, ashes, firewood, tree trunk/hazardous limbs/branches, gravel, tar, macadam, concrete, plaster, glass, plasterboard, tiles, and industrial or hazardous waste, are left by benign neglect for a period of 30 days or more.

Rubbish includes all combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

Single-family dwelling/dwelling unit means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Tangible personalty includes personal property such as goods, chattels and other articles which are capable of manual or physical possession, machinery and equipment detachable from real property, growing crops, pastures, orchards, plants, trees, timber, poles conduits, asphalt, macadam, rock, stone, and brick products.

Townhouse is a single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

Urban blight means a condition existing on property without apparent or patent supervision by an owner or tenant so that the

exterior of property is in disrepair, or contains unduly amounts of high weeds, tall grass, unkept greenery and undergrowth (to include trees, saplings, vines, bushes), about the premises creating an invitation to dust, obstructions to view, harboring of unauthorized persons or animals, vermin, health problems, promotes vandalism, danger to innocent passerby, illicit drug traffic or illegal activity, and is detrimental to the immediate neighborhood.

Weeds, grass and noxious growth shall not be interpreted to require the property owner to dispose of, or cut down growing trees, shrubs, or crops on his or her property. Weeds and noxious growth shall, however, include: (1) trees, shrubbery and rank grasses, due to neglect, that overhang either the city streets or walkways abutting the city streets; or (2) weeds and rank grass, left unattended for a period of time creating urban blight and a nuisance.

Section 9-1-2 VIOLATIONS

(A) Generally. No owner or owners of any dwellings in the City shall allow any such dwellings to be or become unfit for human habitation due to dilapidation, defects increasing the hazards of loitering, illegal activities, fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions, including, but not those conditions set forth in subsection (B) hereof, rendering such dwellings unsafe or insanitary, or dangerous or detrimental to the health, safety or morale, or otherwise inimical to the general welfare of the residents of the City.

(B) Prohibited Blight Conditions

1) No person shall throw, dump, deposit, or cause to be thrown, dumped, or deposited, litter or maintain a nuisance on property, improved or vacant or on any public parkway, pathway, street, or road, upon public parks, or recreation areas, or upon any other public property, except that property designated for that use.

2) No owner or owners of all lands or lots in the city shall allow high weeds, rank grass and noxious growth of any kind to exist upon such property which will constitute a public nuisance and urban blight.

- 3) No person shall allow conditions giving rise to the breeding or proliferation of mosquitoes on his or her property.
- 4) No person shall place, leave, dump or permit to accumulate any old appliances, demolition materials, garbage, rubbish or trash in any building or premises, improved or vacant, in the city which may afford food or harborage for rats or other vermin.
- 5) No owner or person in possession of a dwelling, business or multifamily dwelling shall fail to exterminate insects, rodents, vermin, or other pests in all areas of the premises that may be injurious to human health or constitute a public nuisance.
- 6) No owner or person in possession, charge of or control of any dwelling, business or premises shall keep, cause to be kept, or allow the keeping on any premises within the corporate limits of the city any solid waste in such manner that it will become offensive or deleterious to health or likely to cause disease, and the same is declared a public nuisance.

CHAPTER 2.

BLIGHT REMEDIATION ENFORCEMENT

Section 9-2-1. ENFORCEMENT.

(A) The Mayor is authorized to assign one or more City Divisions to enforce the provisions of this Chapter or alternatively, the Mayor may create a separate City Division, with the concurrence of the Council as provided in the City’s Charter, to exercise the powers granted by this Chapter and to enforce the provisions of this Chapter for eliminating blight in the City. In either case, the Mayor may designate and appoint one or more Public Property Inspectors (“Public Officers”) to make such unannounced inspections of the interior and exterior of dwellings, business, buildings, multifamily dwellings or properties when any such investigator has or is presented with evidence that establishes reasonable cause that violations of this Chapter have occurred and are continuing.

(B) A petition may be filed with the Mayor or with the director of the duly established City Division for eliminating blight by at least five (5) residents of a City Council District charging that any building, dwelling, vacant lot, business or property is unfit for human habitation or that conditions exist on or about any building, dwelling, business or property within the City that creates or constitutes a public nuisance or blight.

(C) That whenever a petition is filed with the Mayor or a duly appointed Public Officer by at least five residents of a City Council District charging that any building, dwelling, vacant lot or business or property is unfit for human habitation or constitutes a public nuisance or whenever it appears to the public officer (on his or her own motion) that any dwelling, building or property is unfit for human habitation or constitutes a public nuisance, such officer, in consultation with the City Attorney, shall, if his or her preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner, every mortgagee of record and all parties in interest in such building, dwelling, business or property (including persons in possession) a complaint stating the charges and violations of this Chapter in that respect. Such complaint shall contain a notice that an administrative hearing will be held before the public officer or his designated agent at a

place therein fixed not less than ten (10) days nor more than thirty (30) days after the serving of said complaint; that the owner, mortgagee and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer.

(D) A Public Officer may also determine that a dwelling, building or property is unfit for human habitation or constitutes a public nuisance if such officer finds that conditions exist in such dwelling which are dangerous or injurious to the health, safety or morale of the occupants of such dwelling, the occupants of neighboring dwellings or other residents of such municipality, or which have a blighting influence on properties in the area. Such conditions may include the following, without limitations: Defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanliness; rat harborage, overcrowding; inadequate ingress and egress; inadequate drainage; or any violation of health, fire, building or zoning regulations, or any other laws or regulations relating to the use of land and the use and occupancy of buildings and improvements.

(E) That if, after such notice and hearing, the public officer determines that the dwelling or business under consideration is unfit for human habitation or constitutes a public nuisance or blight he or she shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order which provides that:

- 1) If the repair, alteration or improvement of the said dwelling or building can be made at a reasonable cost in relation to the value of the dwelling (the ordinance of the municipality shall fix a certain percentage of such cost as being reasonable for such purpose), requires the owner, within the time specified in the order, to repair, alter, or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or

2) If the repair, alteration or improvement of the said dwelling cannot be made at a reasonable cost in relation to the value of the dwelling (the ordinance of the municipality shall fix a certain percentage of such cost as being reasonable for such purpose), requires the owner, within the time specified in the order, to remove or demolish such dwellings or buildings.

(F) That, if the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the public officer may cause such dwelling to be repaired, altered or improved, or to be vacated and closed.

(G) That, if the owner fails to comply with an order to remove or demolish the dwelling, the public officer may cause such dwelling to be removed or demolished.

(H) That the amount of the cost of such repairs, alteration or improvements, or vacating and closing, or removal or demolition by the City shall be a lien against the real property upon which such cost was incurred, which may be filed with the Register's Office of Shelby County. If the dwelling is removed or demolished by the public officer, such officer or his or her designee shall sell the materials of such dwelling or building, if any, and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Chancery Court of Shelby County by the public officer, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the persons found to be entitled thereto by final order or decree of such court. The City shall be entitled to recover all costs of collection, including a reasonable attorney's fee and interest as provided by law.

(I) Complaints or orders issued by a public officer pursuant to this Chapter shall be served upon persons either personally, by registered mail or on the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery, but if the whereabouts of such persons is unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once each week for two consecutive weeks in a newspaper printed and published in the City, or, in the absence of such

newspaper, in one printed and published in the County and circulating in the City in which the dwellings, buildings of properties are located. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A certified copy of such complaint or order shall also be filed with the Register's Office of Shelby County and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(J) Within sixty days after the posting and service of the order of the public officer any person aggrieved by an order issued by a public officer of the City may petition the Chancery Court of Shelby County for an injunction restraining the public officer from carrying out the provisions of the order, and the court may, upon such petition and proper bond, issue a temporary injunction restraining the public officer pending the final disposition of the cause; **provided, however, that, such person shall petition the court.** Hearings shall be had by the court on such petitions within twenty (20) days, or as soon thereafter as possible, and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter a final order or decree in the proceedings. In all such proceedings the findings of the public officer as to fact, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the public officer, or because of compliance by such person with any order of the public officer.

(K) Any duly authorized public officer of the City may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Chapter, including the following powers in addition to others herein granted:

- (1) To investigate the dwelling, buildings and property conditions in the City in order to determine which dwellings therein are unfit for human habitation;
- (2) To administer oaths, affirmations, examine witnesses and receive evidence;
- (3) To enter upon premises for the purpose of making examinations, provided that such entries shall be made in such manner as to

cause the least possible inconvenience to the persons in possession, and to obtain a subpoena from the City Council or an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;

- (4) To appoint and fix the duties of such officers, agent and employees as he deems necessary to carry out the purposes of such ordinance; and
- (5) To delegate any of his functions and powers under the Chapter to such officers, agents and employees of the City as he may designate.

(L) Nothing in this section shall be construed to abrogate or impair the powers of the courts or of any Division of the City appointed by the Mayor to enforce any provisions of its charter or its ordinances or regulations, nor to prevent or punish violations thereof; and the powers conferred by this Chapter shall be in addition and supplemental to the powers conferred by any other law.

(M) Nothing in this section shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement, by summary proceedings administratively or by law or equity or otherwise.

Section 9-2-2 Alternate or Cumulative Remedies for City Removal of Weeds, Noxious Growths and Refuse

(A) If a Public Officer determines that an owner or person in possession of property within the city has failed to cut, or have cut, weeds, rank grass or noxious growths or to remove refuse from his or her property and dispose of it in accordance with the law such public officer shall issue and cause to be served upon the owner, every mortgagee of record and all parties in interest in such building, dwelling, business or property (including persons in possession) a notice on such persons to cut or to have cut, within five days of the service of such notice, all weeds, grass, or noxious growth upon such property or to remove refuse from such property and dispose of it in accordance with the law . Such notice may be served by any method authorized in Section 9-2-1(I).

(B) Service of notice under this section with regard to weeds and similar noxious growths only, shall be required to be made by the city only one time during a growth season and shall be deemed to be sufficient, satisfactory and legal notice to the property owner for any further violations during the balance of that growth season. "Growth season" is defined to be that period of time between May 1 and September 30 of each calendar year.

(C) Should the owner or responsible tenant in charge fail to cut and clean the property following notice as set out in this Chapter, The City or a private contractor hired by the City under supervision of director of general services reserves the right to enter the premises for the purpose of removing abandoned tangible personal property and trash, weeds, rank grass and noxious growths to prevent hazard conditions, nuisances, and urban blight.

(D) In addition to or in lieu of any other remedy available to the City under this Chapter, the City is authorized and directed to have a statement of the cost thereof served on the owner or person in possession of property with a copy filed with the director of finance or his or her designee and with the City Attorney. The amount of the cost of removal of such abandoned tangible personal property and trash, weeds, rank grass and noxious growths shall be a lien against the real property upon which such cost was incurred, which may be filed with the Register's Office of Shelby County. Any un recovered costs shall be collected as provided in this Chapter.

CHAPTER 3.

BLIGHT REMEDIATION ENFORCEMENT AND LOW INCOME ACCESS FUND

Section 9-3-1 – Estimates of the City's Cost of Blight Remediation

(A) The City Administration shall as soon as possible thereafter prepare an estimate of the annual expenses or costs to provide the equipment, personnel and supplies necessary for periodic examinations and investigations of the dwellings, buildings and properties for the purpose of determining the fitness of such dwellings for human habitation, and for the enforcement and

administration of any ordinance or ordinances adopted under this Chapter or otherwise for blight remediation in the City.

- (B) The Division of Finance shall prepare a cost study of the City's estimated annual costs and revenues associated with the administration of the Blight Remediation programs authorized by this ordinance and propose an annual Blight Remediation Administration fee to be assessed against habitual offenders, who have failed to remediate Urban Blighted conditions on their properties, which methodology for calculating and assessment of the annual Blight Remediation Administration fee shall be adopted by the Council from time to time as a supplemental amending ordinance to this master ordinance.

Section 9-3-2 – Blight Remediation Administration and Low-Income Remediation Access Fund

- (A) **Purpose.** There is hereby created a Blight Remediation Administration and Low-Income Remediation Access Fund to help defray or subsidize the City's costs of administration of the Blight Remediation programs authorized by this ordinance and to assist low-income persons in remediating blighted conditions on their properties costs on a first-come first served basis.
- (B) **Administration of Fund and Accounting.** The Blight Remediation Administration and Low-Income Remediation Access Fund shall be maintained and accounted for by the City as a separate discrete fund to be used until all monies therein are exhausted and only for the purposes specified in this Chapter, unless otherwise provided by the Council by resolution, in accordance with procedures and rules promulgated by the City Administration.

Section 4 Severability Clause.

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

Section 5 Codification Clause.

BE IT FURTHER ORDAINED that this Ordinance amends Title 9, Chapter 16 of the Official 2021 City Code. The City has authorized the Municipal Code Corporation to provide a republication of the City's Ordinances in the Official City Code, as amended from time to time, for the convenience of the public. The Official 2021 City Code and the official version of all new, amending, repealing and clarifying ordinances adopted by the City Council are maintained by the City's Comptroller in the Office of Council Records.

Section 6 Effective Date. BE IT FURTHER ORDAINED, That this Ordinance shall take effect after having been passed by City Council, signed by the Chair of Council, certified and delivered to the office of the Mayor in writing by the comptroller, and becomes effective as otherwise provided by law and shall remain effective and operative unless and until the City Council alters, amends clarifies or repeals it by a superseding, amending, clarifying or codifying ordinance.

SPONSOR(S): Council Members

White
Green
Spinosa

J. FORD CANALE
CHAIRMAN

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

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

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

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

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

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

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

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

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

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

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

Section 1.

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

A Intent and Scope of the Ordinance.

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

B Definitions.

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

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

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

C Program Objectives.

The Program shall aim to:

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

D Program Requirements.

1. **Inspections.**

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

2. **Findings and Notices.**

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

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

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

E Reporting

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

Section 2. Severability Clause.

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

Section 3. Codification Clause.

BE IT FURTHER ORDAINED that this ordinance amends Title 12: Streets, Sidewalks, And Public Places To Create Section 12-7-70 of The Official City Code. The City has authorized the Municipal Code Corporation to provide a republication of the City's Ordinances in the Official City Code, as amended from time to time, for the convenience of the public. The Official City Code and the official version of all new, amending, repealing and clarifying ordinances adopted by the City Council are maintained by the City's Comptroller in the Office of Council Records.

Section 4. Effective Date Clause

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

Sponsor(s)

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

Chairwoman

Jana Swearengen-Washington

T-190



Memphis City Council Summary Sheet

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

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

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

General Services

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

This item does not change an existing ordinance.

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

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

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

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

T-190

"EXHIBIT A"

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



City Council Resolution

T-190

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

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

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

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

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

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

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

T-190

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

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

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 072029 00029

Revised 2-18-16

Commonly known as 2944 Birchdale Drive, Memphis, TN 38127

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

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

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

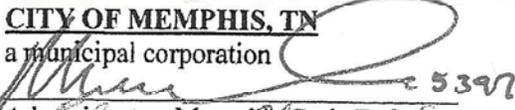
Revised 2-18-16

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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement
 Purchaser: Elnora Shinault

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 071007 00009

Revised 2-18-16

Commonly known as 1805 Woodburn Drive, Memphis, TN 38127

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

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

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

Revised 2-18-16

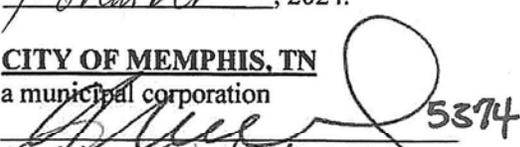
- 10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or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

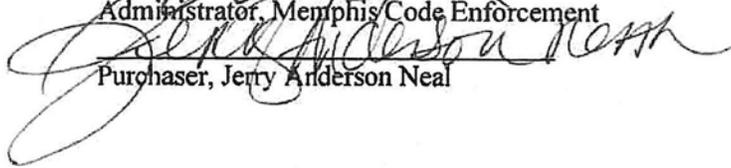
This MOU shall automatically terminate and become null and void and neither party shall have further liability to the other arising out of this MOU, except paragraphs 10, 11 and 12, which shall survive.

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

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

CITY OF MEMPHIS, TN
a municipal corporation

 5374
Administrator, Memphis Code Enforcement


Purchaser, Jerry Anderson Neal

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 014032 00008

Revised 2-18-16

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

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

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

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

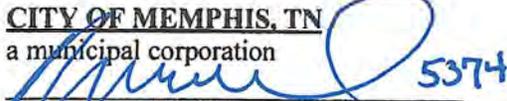
Revised 2-18-16

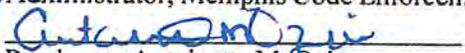
- 10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement


 Purchaser: Antoinette M. Ozier

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel №: 025037 00007

Revised 2-18-16

Commonly known as: 681 Edith Avenue Memphis, TN 38126

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

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

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

Revised 2-18-16

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

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

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

IN WITNESS WHEREOF, the Parties have executed this MOU this 8th day of January, 2024⁵

CITY OF MEMPHIS, TN
a municipal corporation

[Signature] 8374
Administrator, Memphis Code Enforcement

James Mcgregory
Purchaser: James Mcgregory

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 042055 00044

Revised 2-18-16

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

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

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

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

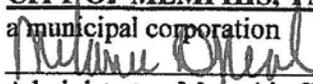
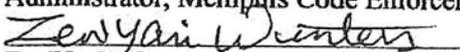
Revised 2-18-16

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

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

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

IN WITNESS WHEREOF, the Parties have executed this MOU this 10 day of October, 2022.

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 Zen'Yart Winters
 Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 073041 E00058;

Revised 2-18-16

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

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

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

Revised 2-18-16

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

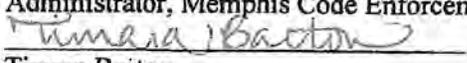
- 11. Purchaser hereby agrees to indemnify the City of Memphis, TN, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 Timara Barton
 Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 034019 00002;

Revised 2-18-16

Commonly known as 461 E. Essex Avenue, TN 38106;
Situating in the County of Shelby, in the State of Tennessee, and in the City of
Memphis and bounded and described as follows:

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

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

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

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

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

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

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

CITY OF MEMPHIS, TN

a municipal corporation

Administrator, Memphis Code Enforcement

Ronald Odom

Ever Dixon (RS)

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 19 day of May, 2023 by and between the City of Memphis, TN, a Tennessee municipal corporation, by and through its Department of General Services, ("Seller"), and Mansa Henley, ("Purchaser"), which are collectively referred to as the "Parties".

RECITALS

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

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

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

Tax Parcel №: 013055 00035

Revised 2-18-16

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

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

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

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

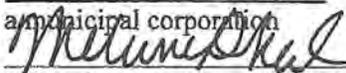
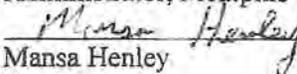
Revised 2-18-16

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

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

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

IN WITNESS WHEREOF, the Parties have executed this MOU this 15th day of MAY, 2022.

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 Mansa Henley
 Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel No: 059011 00072

Revised 2-18-16

Commonly known as 1750 Pendleton Street, Memphis, TN 38114
Situated in the County of Shelby, in the State of Tennessee, and in the City of
Memphis and bounded and described as follows:

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

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

Revised 2-18-16

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

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

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

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

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

CITY OF MEMPHIS, TN

a municipal corporation

[Signature]
Administrator, Memphis Code Enforcement

[Signature]

Will E. Lewis

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 061019 00033;

Revised 2-18-16

Commonly known as 1360 Cella Street Memphis, TN 38114.

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

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

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

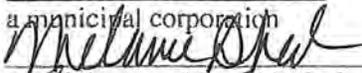
Revised 2-18-16

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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 Sheber C, Smith, Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 042067 00033

Revised 2-18-16

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

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

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

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

Revised 2-18-16

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

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

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

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

CITY OF MEMPHIS, TN

a municipal corporation

Melina Ornel
Administrator, Memphis Code Enforcement

Neferiti Houston Orlish Newsom

NEFERITI HOUSTON AND ORLISH NEWSOM

Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 059005 00026;

Revised 2-18-16

Commonly known as 1045 Semmes Ave Memphis, TN 38111

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

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

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

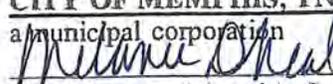
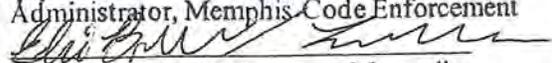
Revised 2-18-16

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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 Edie B. Maxwell & Lamonte Maxwell
 Purchaser

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 014010 00051

Revised 2-18-16

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

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

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

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

Revised 2-18-16

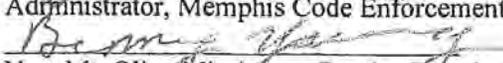
- 10. Purchaser hereby waives and releases the City of Memphis, TN all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or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

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

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

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

CITY OF MEMPHIS, TN
a municipal corporation
 5374
Administrator, Memphis Code Enforcement


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

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel No: 025071 00050.

Revised 2-18-16

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

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

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

800-501-1556
www.dlabetesinc.com

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

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

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

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

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

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

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

CITY OF MEMPHIS, TN
a municipal corporation

[Signature]
Administrator, Memphis Code Enforcement

Ramon Octavio Moreno Chaparro
Ramon Octavio Moreno Chaparro, Purchaser

[Signature]
Deborah Moreno

Revised 2-18-16

MEMORANDUM OF UNDERSTANDING

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

RECITALS

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

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

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

Tax Parcel № 031113 00002;

Revised 2-18-16

Commonly known as 0 E Southern Avenue, Memphis, TN 38101;
Situated in the County of Shelby, in the State of Tennessee, and in the City of
Memphis and bounded and described as follows:

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

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

Revised 2-18-16

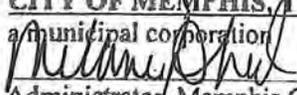
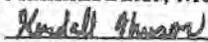
cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees to the extent any damage or loss to property or injury or death resulting in any manner from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

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

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

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

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

CITY OF MEMPHIS, TN
 a municipal corporation

 Administrator, Memphis Code Enforcement

 MINC
 Purchaser

RESOLUTION TO ACCEPT THE RECOMMENDATIONS OF THE PARKS AND ENVIRONMENT AD HOC COMMITTEE

WHEREAS, the Memphis City Council on October 15, 2024, approved by resolution the formation of the Parks and Environment Ad Hoc Committee for the purpose of addressing ways of improvement by reviewing and providing recommendations for implementation of best practices as it relates to management leases and management agreements for the City of Memphis Parks Division; and

WHEREAS, the University of Memphis presented information to the Parks and Environment Ad Hoc Committee indicating that clear contractual agreements and transparency are fundamental best practices for effective public-private partnerships; and

WHEREAS, quarterly financial transparency is vital for assessing potential public liabilities and evaluating the performance of such partnerships in a timely manner; and

WHEREAS, after review of each Memphis city lease and management agreement, several areas have been identified where the management of leases and agreements could be improved; and

NOW, THEREFORE, BE IT RESOLVED that the Parks and Environment Ad Hoc Committee members share and propose the following recommendations to the Memphis City Council for adoption:

1. Require Program Descriptions & Community Benefit Statements

All new lease agreements and renewals shall include detailed descriptions of the programs operated under the lease, along with a community benefit statement outlining how the public is served by the space and programming.

2. Establish Clear Financial Responsibility Thresholds

Define specific dollar thresholds where the managing partner assumes greater financial responsibility for maintenance and operations.

3. Require Quarterly Financial Reporting

Managing partners shall submit quarterly financial reports, within 45 days of the partner's financial quarter close to ensure transparency and accountability for the use of taxpayer-supported facilities.

4. Require Annual Submission of IRS Form 990 or Audited Annual Financial Reports

Managing partners shall provide up-to-date IRS Form 990 annually as part of compliance and transparency requirements.

5. Create a Compliance Manager Role

Establish a designated staff position responsible for oversight of:

- Lease compliance

- Financial documentation
- Verification of community benefit claims
- Coordination with managing partners

6. Standardize Insurance Requirements

All managing partners, contractors, and vendors operating within City facilities shall meet consistent insurance standards.

7. Shorten Lease Terms

Future lease agreements shall be limited to a maximum term of five (5) years to allow for more frequent review, assessment, and adjustments as necessary.

8. Appropriating Body Representation

Members of the City Council shall have voting seats or direct involvement in the approval of annual contracts related to management leases and agreements.

9. Non-Compliance Enforcement Measures

Partner non-compliance, in any form, will result in partner funding being withheld from the City of Memphis operational budget.

Sponsors:

Memphis City Council

Chairman:

J. Ford Canale



Memphis City Council Summary Sheet

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

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

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

Public Works with Engineering administrating the project.

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

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

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

Project located in Council District 5 and Super District 9.

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

This requires a new construction contract.

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

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



RESOLUTION

G177

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended by transferring an additional construction allocation in the amount of \$2,119,055.40 funded by Federal Grants CIP from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for the purpose as stated; and

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

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

G114



RESOLUTION

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget be and is hereby amended by transferring a construction allocation in the amount of \$3,025,368.50 funded by Federal Grants CIP (WIFIA Loan) from Drainage – ST Coverline, Project Number ST03205 to Morningside Drain Improvement, Project Number ST02032 for the purpose as stated above; and

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

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

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

Date SEP 09 2025

Valerie C. Sripes

Deputy Comptroller-Council Records

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

RESOLUTION TO ALLOCATE \$8,000 IN FY26 COUNCIL COMMUNITY GRANT PROGRAM FUNDS

WHEREAS, the Memphis City Council Community Grant Program aims to award funding to eligible nonprofits that provide programming to address Poverty, Youth Development, Crime and Drug Prevention, and Economic Development in the City of Memphis; and

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

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

NOW, THEREFORE, BE IT RESOLVED that Councilman JB Smiley, Jr. wishes to allocate \$8,000 of his remaining FY26 grant funding to the following organizations:

ORGANIZATION NAME	AMOUNT
Alpha Memphis Education Foundation	\$3,000
Junior Achievement of Memphis and the Mid-South	\$2,500
Christian Development Outreach Center	\$2,500
TOTAL	\$8,000

Sponsor:
JB Smiley, Jr.