

MLGW Agenda Committee Discussion



MLGW Committee
June 09, 2026

Fiscal Consent Totals:

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$140,861,096.17**
Items approved by Council through 05/26/2026.
- 2. Total Regular/Fiscal Consent Requested Amount – \$7,296,066.79**
Items requested for 06/09/2026 meeting.
- 3. Total Regular/Fiscal Consent Year-to-Date Amount – \$148,157,162.96**
Total of approvals and requests through 06/09/2026 meetings.

Items for June 9th Agenda

Items approved by BOC on May 20th

1. Resolution awarding Contract No. 12627, Outage Map to Data Capable, Inc. in the funded amount of \$501,910.00.
2. Resolution approving the Increase and Renewal (Change No. 6) to Contract No. 12267 (formerly Purchase Order# 7017597), MicroFocus License Renewal with Thomas Consultants, Inc. to increase and renew the current contract in the funded amount of \$507,523.17.
3. Resolution awarding purchase orders for three-quarter ton pickup trucks to Landers Ford, Inc. and Wilson County Motors, LLC. in the amount of \$576,855.04.
4. Resolution awarding a purchase order for light duty four-wheel drive pickup trucks to Landers Ford, Inc. in the amount of \$601,833.24.
5. Resolution awarding a purchase order for a horizontal directional drilling machine with mixing system and trailer to Vermeer Midsouth Inc. in the amount of \$503,607.78.
6. Resolution approving the Scope Expansion, Increase and Extension (Change No. 17) to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc. (formerly Aclara Technologies, LLC) to expand the scope, increase and extend the current contract in the funded amount of \$1,481,554.56.
7. Resolution approving the Ratification, Extension and Increase (Change No. 7) to Contract No. 12043, Property & Boiler Insurance with FM Global to ratify, extend and increase the current contract in the funded amount, based on approved rates, not-to-exceed \$3,122,783.00.

Outage Map

- Requested Funding: \$501,910.00
- Award Duration: 60 months from the Notice to Proceed with provisions for annual license, maintenance and support services.
- Type of Bid: RFP
- Awarded to: Data Capable, Inc.
- Plain Language Description: This contract is necessary to provide full-service, customer-facing external and internal outage maps.
- Impact: This contract is to assist with updating MLGW's customer interface to relay outage information.

MicroFocus Software Renewal

- Requested Funding: \$507,523.17
- Award Duration: Increase and Renewal for annual software maintenance, support services, and licenses for 12-months covering the period (July 1, 2026 through June 30, 2027).
- Type of Bid: RFP
- Awarded to: Thomas Consultants, Inc.
- Plain Language Description: The MicroFocus software applications are used for initial network access and mapping shared network drives, user identity management, desktop device asset management, and controls the ability to deploy applications and security patches to those desktop devices.
- Impact: Not having these applications would result in the inability to properly manage MLGW desktop devices, including deploying applications and security patches, as well as manage user network shared drives and the permissions to them.

Three-Quarter Ton Pickup Trucks

- Requested Funding: \$576,855.04
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Landers Ford, Inc. – Line items 1 and 2 Wilson County Motors, LLC – Line items 3 and 4
- Plain Language Description: A total of thirteen, three-quarter ton pickup trucks will be acquired to facilitate the efficient transportation of crews, equipment, and materials for Division operations. All thirteen trucks will replace existing units that will be retired from service based on age, operational usage, and rising repair costs. These vehicles are essential to sustaining the reliability of the electric, gas, and water infrastructures.
- Impact: The acquisition of the trucks ensures the fleet remains current and fully equipped to provide dependable support for routine maintenance and emergency response. Replacing obsolete units and increasing capacity to meet growing demand strengthens service reliability and improves operational efficiency. The Transportation Department currently operates 221 trucks of this type.



Light Duty Four-Wheel Drive Pickup Trucks

- Requested Funding: \$601,833.24
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Landers Ford, Inc.
- Plain Language Description: A total of thirteen light duty four-wheel drive pickup trucks will be acquired to facilitate the efficient transportation of crews, equipment, and materials for Division operations. Seven trucks will replace existing units that will be retired from service based on age, operational usage, and rising repair costs. The remaining six trucks will be incorporated into the fleet to support operational areas experiencing increased staffing and workload demands. These vehicles are essential to sustain the reliability of the electric and gas systems.
- Impact: The acquisition of the pickup trucks ensures the fleet remains current and fully equipped to provide dependable support for routine maintenance activities and emergency response. Replacing obsolete units and increasing capacity to meet growing demand strengthens service reliability and improves operational efficiency.



Horizontal Directional Drilling Machine with Mixing System and Trailer

- Requested Funding: \$503,607.78
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Sourcewell Contract #110421-VRM
- Awarded to: Vermeer Midsouth Inc.
- Plain Language Description: One horizontal directional drilling machine, complete with a mixing system and trailer, will be purchased to create narrow underground tunnels for pipes, cables, and conduits to mitigate the need for surface excavation. This unit will replace existing equipment based on age, operational usage, and rising repair costs. This equipment is essential to sustain the reliability of the electric, gas, and water infrastructures.
- Impact: The acquisition of the horizontal directional drilling machine ensures Division crews have the equipment needed to efficiently complete work-orders. The Transportation Department currently operates seven trailers of this type.



MLGW My Account Enhancements

- Requested Funding: \$1,481,554.56
- Award Duration: Scope Expansion, Increase and Extension (July 1, 2026 through December 31, 2028)
- Type of Bid: Sole Source
- Awarded to: Utility Consumer Analytics, Inc. (*formerly Aclara Technologies, LLC*)
- Plain Language Description: This contract enables MLGW to provide personalized, self-service features via the Usage Details section of My Account, giving customers tools to learn about utility consumption and cost at their convenience, 24/7. This extension also covers several new features, including notifications which allow customers to set usage and/or cost thresholds to receive MLGW text when threshold exceeded, creating greater customer awareness.
- Impact: This change order provides continuation of existing customer service with expanded features, which enables a customer to access information 24/7.

Property Insurance

- Requested Funding: \$3,122,783.00
- Award Duration: Ratification, Extension and Increase (June 1, 2026 through May 31, 2027)
- Type of Bid: RFP
- Awarded to: FM Global
- Plain Language Description: This contract is to insure MLGW buildings and other structures. This extension represents a 2.1% increase in annual premium from the prior year due to the application of member and resilience credits to the annual premium. The total estimated value of assets insured under this policy is \$1,487,467,520.
- Impact: This coverage will ensure that MLGW's buildings, contents, transformers, substations, boilers, and machinery are protected against hazards and risk.

Questions





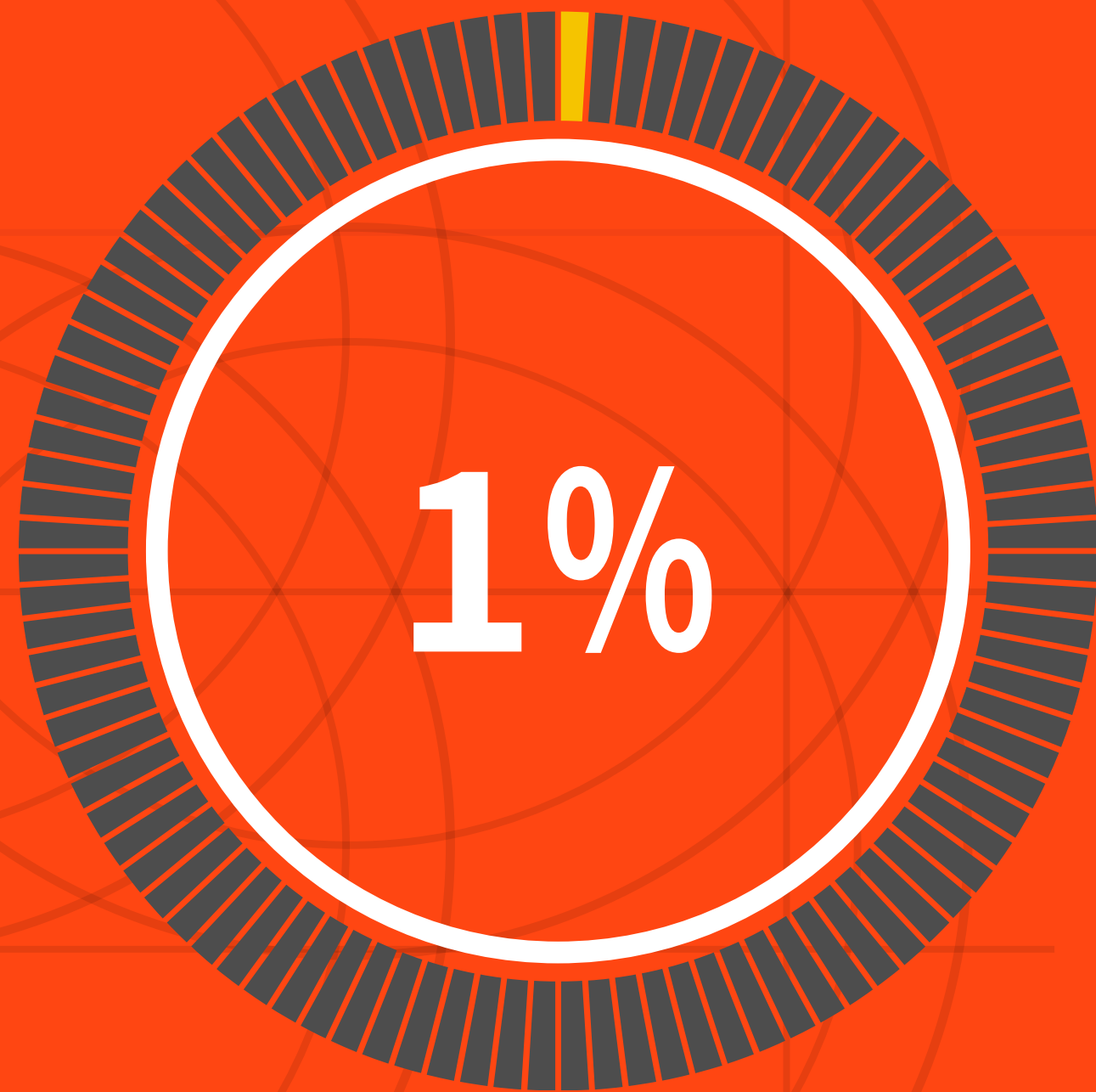
THE COLLECTIVE
BLUEPRINT

A photograph of the Memphis skyline under a cloudy sky. In the foreground, there's a river with several boats docked at a pier. A bridge with a white tower and a green roof is visible in the middle ground. The background is filled with various skyscrapers, including one with a 'RAYMOND JAMES' sign and another with a 'FIRST HORIZON' sign. The text is overlaid on the left side of the image.

STARTED IN 2017,
after conversations with hundreds
of young adults and service
providers across Memphis, The
Collective Blueprint was created
to build real pathways to
socioeconomic mobility for the
45,000 young adults who are out
of school and out of work.

The best way we can impact the future trajectory of our city is to invest directly in our young adults.





A child who grows up in a low-income or middle-income home in North Memphis had less than a 1% chance of becoming a high-income adult.



700+

GRADUATES

SINCE 2017

OUR APPROACH

110+ hours soft skills



Career training & internships



Real community & support



Stipends, coaching, therapy





THE
COLLECTIVE

74%

Alumni employed
1-2 years out

\$31k

Average
earnings

2.5x

Average change in
earnings
for parents



Our vision is to put 5,000 young adults on a pathway to prosperity through Next Up 901

A large steel arch bridge is shown at dusk, with its intricate lattice structure illuminated by small lights. The bridge spans across a body of water, and its reflection is clearly visible in the calm surface below. The sky is a mix of deep blue and orange from the setting sun. The text is overlaid in the center of the image.

We believe Memphis needs more — more opportunities,
better jobs, and stronger connections with our young
people to help the next generation prosper.

WHAT IS NEXT UP 901?

A multi-sector collaborative led by The Collective Blueprint formed to cultivate economic mobility for the next generation in Memphis.



WORK

Launching young adults into internships, apprenticeships, and beyond



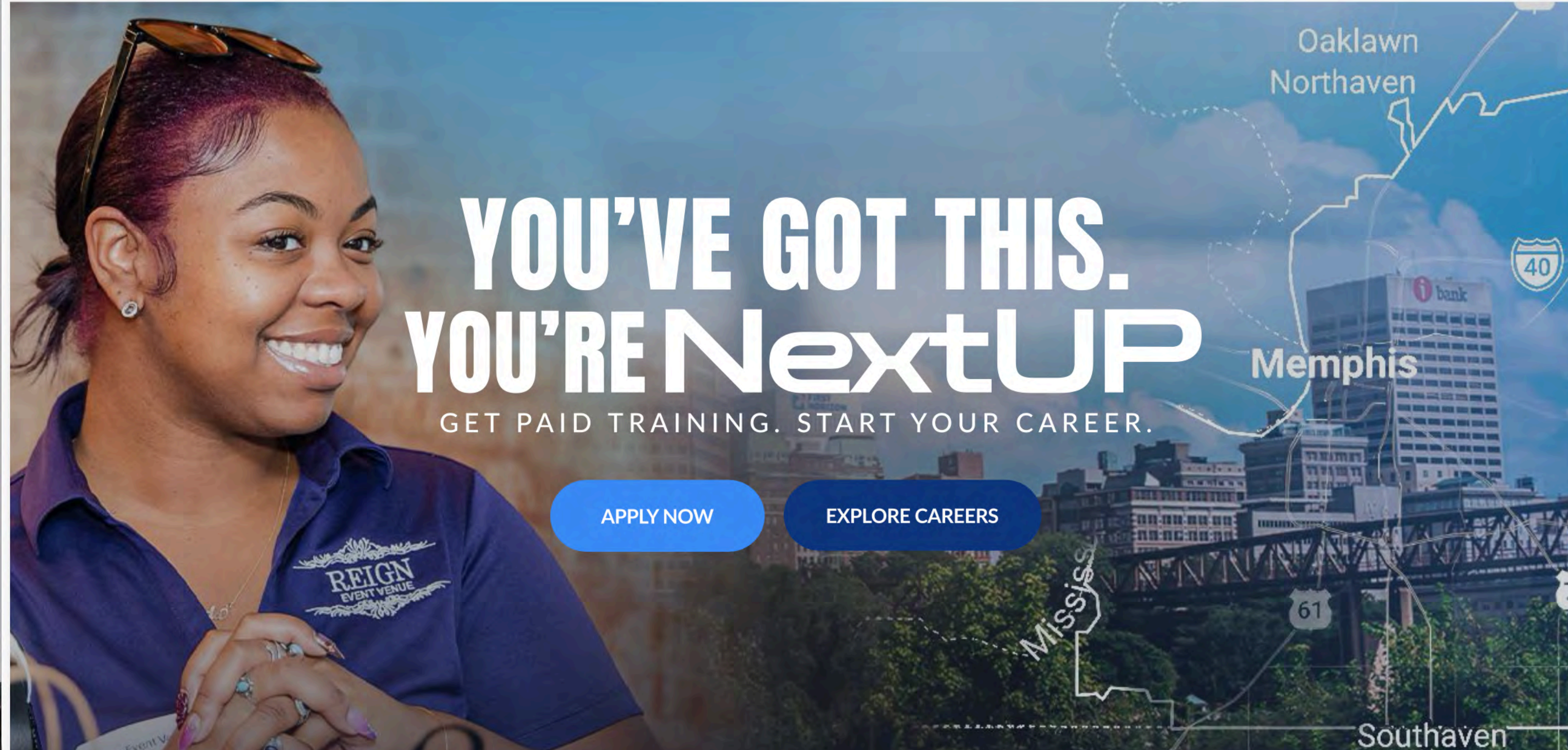
TRAINING

Expanding quality training options that tie to in-demand careers



CAREERS

Creating jobs, building wealth, and investing in the future



YOU'VE GOT THIS. YOU'RE NextUP

GET PAID TRAINING. START YOUR CAREER.

APPLY NOW

EXPLORE CAREERS

Oaklawn
Northaven

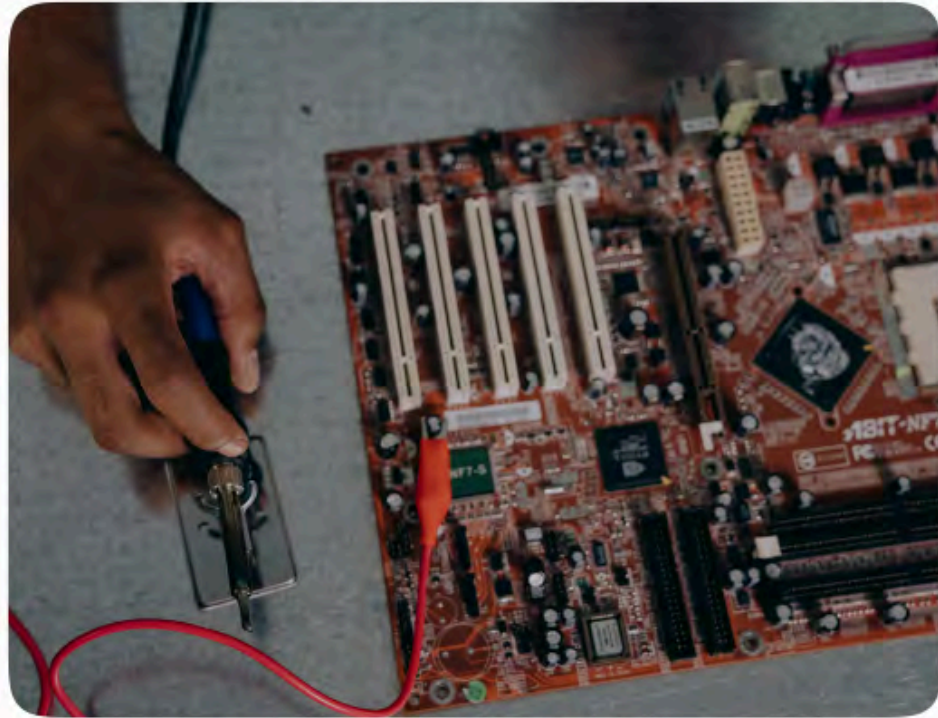
Memphis

Southaven



MISSISSIPPI

FIND YOUR PATH



Hardware Repair Tech
\$37,000 - \$45,000/year



Certified Nursing Assistant (CNA)
\$32,000 - \$40,000/year



Plumber & General Labor Apprenticeship
\$45,000 - \$55,000



Intern
\$17/Hr, Companies Across Memphis

APPLY NOW



CORE DELIVERY PARTNERS

Partners are expected to be aligned around employment and strong results.

PRE-TRAINING

TRAINING

WORK














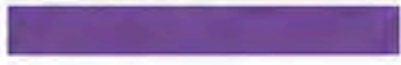








40+ employer partners

INTERMEDIARY / EVALUATION



OTHER CITY INVESTMENTS

CITY	PROGRAM / INITIATIVE	ANNUAL INVESTMENT (Approx.)	SCALE / REACH	FOCUS
 CHICAGO, IL	One Summer Chicago Youth Employment Program	\$75–76 MILLION ANNUALLY 	 27,000–28,000 youth and young adults served annually	 Framed as part of Chicago's community safety strategy
 PHILADELPHIA, PA	WorkReady / Career Connected Learning Philadelphia	TENS OF MILLIONS ANNUALLY 	 Goal of 8,000 paid work experiences per year	 Citywide youth employment and career development
 RICHMOND, CA	Office of Neighborhood Safety	\$1.5–3 MILLION ANNUALLY 	 Focused on a smaller population at highest risk of gun violence	 Violence prevention through outreach, mentoring, and support services
 CLEVELAND, OH	Youth Opportunities Unlimited	\$8–12 MILLION ANNUALLY 	 Thousands of youth served annually	 Workforce pathways, employer partnerships, and supports
 DENVER, CO	Supportive Housing Social Impact Bond Initiative	\$8.6 MILLION INITIAL INVESTMENT 	 High-risk individuals with supportive services	 Housing and wraparound services to reduce justice involvement

IMPACT OF WORK OPPORTUNITIES ON CRIME

45%

Reduction in violent arrests for young adults given a job in Chicago

53%

Increase in earnings the next year for young adults in youth jobs programs

11%

Reduction in incarcerations in NYC participants

Sources: <https://www.urban.org/research/publication/breaking-homelessness-jail-cycle-housing-first-results-denver-supportive-housing-social-impact-bond-initiative>; <https://cvg.org/wp-content/uploads/2021/09/Cure-Violence-Evidence-Summary.pdf>; <https://www.ojp.gov/pdffiles1/ojjdp/grants/251101.pdf>; <https://files.eric.ed.gov/fulltext/ED528650.pdf>



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution to allocate, appropriate and transfer funds as follows: (a) \$90,721.00 in CIP Project Number PK06019, Galloway Golf Improvements to CIP Project Number PK04021, Audubon Park Splash Pad; and (b) \$350,000.00 in CIP Project Number PK24100, Parks Coverline to CIP Project Number PK04021, Audubon Park Splash Pad; and (c) \$500,000.00 in CIP Project Number PK25104, Memphis Parks Capital Reserve to CIP Project Number PK04021, Audubon Park Splash Pad.

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

Memphis Parks

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

N/A

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

Council District: Five Super District: Nine

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

N/A

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

This will require an additional expenditure of \$940,721.00 for the Audubon Park Splash Pad project and does require a budget amendment due to the transfer of funds.

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

N/A



P140

Resolution to allocate, appropriate and transfer funds from PK06019 Galloway Golf and PK24100 Parks Coverline and PK25104 Memphis Parks Capital Reserve to PK04021 Audubon Park Splash Pad

WHEREAS, the Council of the City of Memphis did include Audubon Splash Pad, CIP Project Number PK04021, as part of the Fiscal Year 2026 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) in Fiscal Year 2026, CIP Project Number PK04021, Audubon Park Splash Pad, Contract Construction, as part of the Fiscal Year 2026 Capital Improvements Budget; and

WHEREAS, Memphis Parks did receive a grant, CIP Project Number PK90113, in the amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) from the Tennessee Department of Environment and Conservation, for the construction of the Audubon Park Splash Pad, for a total budget of One Million, Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000.00); and

WHEREAS, Memphis Parks did complete design work and opened public bids on April 8, 2026. Wagner General Contractors Inc. submitted the low bid of Two Million, Ninety-Six Thousand, Two Hundred Seven Dollars (\$2,096,207.00). A 6.5% contingency adds One Hundred Thirty-Six Thousand, Two Hundred Four Dollars (\$136,204.00) for a total project cost of Two Million, Two Hundred Thirty-Two Thousand, Four Hundred Eleven Dollars (\$2,232,411.00); and

WHEREAS, Memphis Parks has purchased Five Hundred Thirty-Three Thousand, Three Hundred Eight Dollars (\$533,308.00) worth of equipment related to the splash pad installation, including the splash pad equipment, metal equipment building, shade structure and site furnishings; and

WHEREAS, the Administration desires to allocate, appropriate and transfer funds as follows: (a) \$90,721.00 in CIP Project Number PK06019, Galloway Golf Improvements to CIP Project Number PK04021, Audubon Park Splash Pad; and (b) \$350,000.00 in CIP Project Number PK24100, Parks Coverline to CIP Project Number PK04021, Audubon Park Splash Pad; and (c) \$500,000.00 in CIP Project Number PK25104, Memphis Parks Capital Reserve to CIP Project Number PK04021, Audubon Park Splash Pad.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the allocation, appropriation and transfer of: (a) \$90,721.00 in CIP Project Number PK06019, Galloway Golf Improvements to CIP Project Number PK04021, Audubon Park Splash Pad; and (b) \$350,000.00 in CIP Project Number PK24100, Parks Coverline to CIP Project Number PK04021, Audubon Park Splash Pad; and (c) \$500,000.00 in CIP Project Number PK25104, Memphis Parks Capital Reserve to CIP Project Number PK04021, Audubon Park Splash Pad, funded by G.O. Bonds General, chargeable to the Fiscal Year 2026 Capital Improvement Budget; with said appropriations being credited as follows:

	<u>FROM</u>	<u>TO</u>
Project Name:	Galloway Golf Improvements	Audubon Park Splash Pad
Project Number:	PK06019	PK04021
Award Number:	11425	11425
Source Type:	General Obligation	General Obligation
Amount:	\$90,721.00	\$90,721.00
Type:	Contract Construction	Contract Construction
Project Name:	Parks Coverline	Audubon Park Splash Pad
Project Number:	PK24100	PK04021
Award Number:	11426	11426
Source Type:	General Obligation	General Obligation
Amount:	\$350,000.00	\$350,000.00
Type:	Contract Construction	Contract Construction
Project Name:	Memphis Parks Capital Reserve	Audubon Park Splash Pad
Project Number:	PK25104	PK04021
Award Number:	11426	11426
Source Type:	General Obligation	General Obligation
Amount:	\$500,000.00	\$500,000.00
Type:	Contract Construction	Contract Construction

Audubon Park Splash Pad



A RESOLUTION Addressing the Shortfall for Audubon Splash Pad

- **Project Name:** Audubon Splash Pad
- **Division:** Memphis Parks, Director Justice Bolden
- **Impacted Council Districts:** 5 and Super District 9
- **Full Project Budget:** \$1,825,000; FF&E Purchase: \$533,308; Remaining Funds \$1,291,692
- **Project Contributing Funds:** \$1.2M in FY26 CIP Funds; \$625K in Funds from the Tennessee Department of Environment and Conservation (TDEC)
- **Total Bid:** \$2,232,411
- **Shortfall:** \$940,719
- **Timeline:** August 2026 – December 2026

Project Name	Project #	Amount from Resolution	Additional Funds & Their Sources	Original Project Budget	Timeline
Audubon Splash Pad- CONSTRUCTION	PK04021	\$1,200,000 <i>\$533,308 of FF&E spent</i>	Memphis Parks has received a Grant from TDEC in the amount of \$625,000	\$1,825,000	Approximately 5 months for construction
TOTALS		\$666,692		\$1,291,692	

Scope of Work

Total Project Costs:

\$2,765,719M Project | \$1.2M FY26 | \$625K TDEC Grant

Scope of Work:

- Installation of splash pad equipment with rubber surfacing and seat wall
- Installation of metal mechanical building, shade structure, and site furnishings
- Installation of curb and gutter/sidewalks and wood rail fencing at the Park Ave entrance
- Repaving of drive and additional parking for a total number of 59 spaces
- Installation of MLGW security lighting at the new parking areas
- Wood rail fencing along the golf course perimeter adjacent to the park entrance
- Removal of 12 tree stumps and planting 36 new trees





All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



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Audubon Park Splash Pad



Audubon Park Splash Pad



Audubon Park Splash Pad



Audubon Park Splash Pad





Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

This resolution seeks approval for the terms of the development agreement between the City of Memphis and Tennessee Golf Foundation for construction of The Links at Audubon Clubhouse.

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

Memphis Parks

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

N/A

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

District 5, Super District 9

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

This is a new contract.

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

This resolution seeks approval for the terms of the development agreement only. The Memphis City Council previously approved \$3,500,000 on December 16, 2025, and an additional \$4,000,000 is under consideration by the Council as part of the proposed FY27 CIP Budget.

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

P143



Resolution Approving the Development of The Links at Audubon Clubhouse Sponsored by the Tennessee Golf Foundation

WHEREAS, the City of Memphis, through its Division of Memphis Parks, operates The Links at Audubon, located at 663 Cherry Road, Memphis, TN 38117; and

WHEREAS, the Tennessee Golf Foundation (“the Foundation”) seeks to provide its youth development programs and related golf activities to Memphis area young people using the game of golf as a platform for its First Tee Life Skills education programs at The Links at Audubon Golf Course, The Links at Whitehaven Golf Course, The Links at Pine Hill Golf Course, as well as various other City golf facilities; and

WHEREAS, the City of Memphis (the “City”) and Foundation, jointly desire to construct a new golf clubhouse that will enhance the use of The Links at Audubon Golf Course (“the Course”) and provide benefit to both the City and Foundation (the “Project”); and

WHEREAS, on December 16, 2025, the Memphis City Council previously approved \$3,500,000.00 from the City as a contribution to the cost of construction of the Project; and

WHEREAS, the City anticipates seeking approval from the Memphis City Council in the FY27 Capital Improvement Plan for an additional \$4,000,000.00 as a contribution to the cost of construction for the project; and

WHEREAS, the Foundation has agreed to fund the remaining cost of construction for the Project, plus any cost overruns; and

WHEREAS, the Foundation wishes to directly contract pursuant to current City policies and provide oversight for the construction of the improvements to the Clubhouse; and

WHEREAS, the Foundation wishes to donate the clubhouse once completed to the City; and

WHEREAS, the City, without granting any exclusivity of use, authorizes the Foundation to develop the clubhouse; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the clubhouse development agreement between the City of Memphis, through its Division of Parks and Neighborhoods, and the Foundation is hereby approved in accordance with the terms and conditions set forth therein.

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MEMPHIS AND
TENNESSEE GOLF FOUNDATION FOR DEVELOPMENT OF THE CLUBHOUSE AT THE
LINKS OF AUDUBON**

THIS AGREEMENT, effective as of the date of execution, is entered into by and between the City of Memphis, Tennessee, acting by and through its Division of Parks (hereinafter referred to as “City”) and the Tennessee Golf Foundation (“Project Sponsor”).

WHEREAS, the City operates The Links at Audubon, located at 663 Cherry Road, Memphis, TN 38117 (“Course”); and

WHEREAS, the Project Sponsor seeks to provide its youth development programs and related golf activities to Memphis area young people using the game of golf as a platform for its First Tee Life Skills education programs at The Links at Audubon Golf Course, The Links at Whitehaven Golf Course, The Links at Pine Hill Golf Course, as well as various other City golf facilities; and

WHEREAS, the City and Project Sponsor jointly desire to construct a new golf clubhouse (“Clubhouse”) that will enhance the use of the Course, include programming space for First Tee of Memphis, and provide benefit to both the City and Project Sponsor; and

WHEREAS, on December 16, 2025, the Memphis City Council previously approved \$3,500,000.00 from the City as a contribution to the cost of construction of the Project; and

WHEREAS, the City anticipates seeking approval from the Memphis City Council in the FY27 Capital Improvement Plan for an additional \$4,000,000.00 as a contribution to the cost of construction for the Project; and

WHEREAS, the Project Sponsor has agreed to fund the remaining cost of construction for the project beyond the \$7,500,000 referenced herein, plus any cost overruns; and

WHEREAS, the Project Sponsor wishes to directly contract pursuant to current City policies and provide oversight for the construction of the improvements to the Clubhouse; and

WHEREAS, the Project Sponsor wishes to donate the improvements to the Clubhouse and Course once completed to the City; and

WHEREAS, the City, without granting any exclusivity of use, authorizes the Project Sponsor to develop the Clubhouse; and

WHEREAS, in acknowledgement of the significant financial contribution of the Project Sponsor, the City agrees to further discussions regarding sponsorship and branding recognition for the developed Clubhouse.

NOW, THEREFORE, in consideration of the mutual promises between the City and the Project Sponsor, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. PROJECT DESCRIPTION

- a. The Project shall include construction of the new golf clubhouse and improvements to the driving range at The Links at Audubon, as further described in Exhibit A (“the Project”).
- b. This Agreement is for construction of the Project only; both parties shall work in good faith to negotiate and execute a separate agreement for future operation of the Golf Clubhouse, which will require City Council approval.

II. FUNDING

- a. The cost of construction for the Project is anticipated to be approximately \$14,000,000.00.
- b. The Project Sponsor hereby agrees to use funding granted by the City, subject to approval from the Memphis City Council, in an amount not to exceed \$7,500,000.00, to fund the cost of construction for the project.
- c. The Project Sponsor shall fund the remaining cost of construction for the Project, beyond the \$7,500,000 referenced herein, plus any cost overruns.
- d. Once approved by the Memphis City Council, funding granted by the City shall be tendered in accordance with the Estimated Draw Schedule attached hereto as Exhibit B.

III. OBLIGATIONS OF PROJECT SPONSOR

- a. Issue a public solicitation for selection of the contractor to complete the work and enter into a contract with a licensed contractor.
- b. Obtain a letter of credit from an institution reasonably acceptable to the City sufficient to maintain project cash flow in the event that collection of fundraising commitments lags behind Project requirements.

- c. Provide financial statements from the past three years documenting the Project Sponsor's ability to fund the cost of construction and any cost overruns in the event that fundraising efforts fall short of expectations.
- d. Construct the Project in accordance with applicable design standards, including but not limited to:
 - i. Americans with Disabilities Act – Construct the Project to be reasonably accessible to individuals with physical disabilities in accordance with Federal and State requirements.
 - ii. Environmental Permits – Prior to commencement of Project work, apply for and obtain all permits required by Federal, State or local authorities.
 - iii. Construction Permits – Prior to the commencement of Project work, coordinate with and resolve any conflicts with all utility companies within the Project limits and coordinate with any State or local agencies for required traffic control plan approvals.
 - iv. Liability Insurance – Provide the City with evidence of adequate liability insurance to cover third party claims arising from the construction phase of the Project, protecting both the Project Sponsor and the City in amounts and coverages as the City may reasonably determine.
 - v. Payments – make all necessary payments in accordance with contract documents.
- e. The Project Sponsor shall be responsible for all maintenance of the Project until such time as final acceptance by the City.
- f. Upon request, the Project Sponsor shall provide documentation of all funds expended for construction of the Project, including invoices from contractors to Project Sponsor and payments made from the Project Sponsor to contractors.

IV. OBLIGATIONS OF CITY

- a. Provide timely review, comment and approval from the Director of the Memphis Parks, or his or her designee(s) of the Project design plans, specifications, and estimates submitted by the Project Sponsor;
- b. Provide oversight, inspection, and review of the Project to assure all obligations are being met;

- c. Provide funds within 30 days of request as outlined in the Estimated Draw Schedule, attached hereto as Exhibit B; and
- d. Accept and maintain the Project upon completion.

V. TERM/TERMINATION

- a. This Agreement shall be effective from the date of execution until January 31, 2028 and is subject to modification with the option to extend, if both parties are in agreement and memorialize such agreement in writing.
- b. A continuing failure to perform obligations after written notice; a violation that substantially impairs the value of the Agreement; or any breach that cannot be cured within the applicable cure period will be considered a material breach. Upon a material breach of this Agreement, the non-defaulting party may terminate this Agreement upon thirty (30) calendar days written notice. If said construction as set forth herein is left incomplete upon such a termination by the Project Sponsor, the Project Sponsor shall be liable to the City for any loss, damage, or additional cost incurred thereby unless such failure to complete is caused by City's failure to appropriate or fund its share of the Project. If the City terminates this Agreement, the City shall remain obligated to fund expenditures made by the Project Sponsor prior to the notice of termination if such expenditures were made by the Project Sponsor in accordance with the Project budget.
- c. This Agreement is subject to availability and appropriation of funds by the City.

VI. NOTICE

- a. All notices to be given hereunder shall be in writing and shall be delivered via certified U.S. Mail, return receipt requested, postage prepaid to the following:
 - i. If to the City:
 - Division of Parks and Neighborhoods
 - Attn: Justice Bolden, Director
 - 2599 Avery
 - Memphis, TN 38112

With Copy to:

Chief Legal Officer/City Attorney
Attn: Tannera Gibson, Chief Legal Officer
125 N. Main St.
Memphis, TN 38103

ii. If to the Project Sponsor

Tennessee Golf Foundation
Attn: Whitney Turnbow, President
400 Franklin Road
Franklin, TN 37069

With Copy to:

W. Andrew Bobo, Esq.
111 North Spring St., Suite 202
P.O. Box 169
Shelbyville, TN 37162

VII. GENERAL TERMS

- a. **Audit Rights.** The City may audit the Project Sponsor's Project Account, books and records anytime during the term of this Agreement on five (5) days' prior written notice to the Project Sponsor to audit such account. In the event such audit discovers any non-compliance, fraud, and/or theft, the City shall give the Project Sponsor detailed written notice of the irregularity ("Notice"). If the Project Sponsor does not cure the irregularity within ten (10) days of receiving such Notice, the City may terminate this Agreement and pursue all available legal remedies for recovery of misused or overpayments.
- b. **The Work.** The Project Sponsor agrees to complete fully all improvements shown on the approved Final Plans or reasonably inferable therefrom. The Final Plans include the Project manual as developed by the architect, the drawings and specifications developed by the architect, and any mutually agreed to modifications to any of them whether such modifications are made prior to or after the execution of this agreement. The term "Work" includes, but is not limited to all labor, materials, tools, equipment, supplies and services which are necessary to construct the Project as described in the architectural plans, whether or not such labor, materials, tools, equipment, supplies and services are incorporated in the Project. All Work shall be completed in a good and workmanlike manner in accordance to industry standards using new materials in accordance with industry standards. Work shall comply with all federal, state, and local laws, regulations, codes and permit requirements. The City shall have the right to inspect the Work at all reasonable times and to reject Work that is not in substantial compliance with

the Final Plans (Work that is not in substantial compliance with the Plans being “Unacceptable Work”). All Work shall be completed by January 1, 2028 (the “Completion Date”), subject to reasonable extension in writing signed by the Parties as an amendment to this agreement, or on account of force majeure or material delays caused by the City’s gross negligence in failing to approve the Final Plans or issue necessary permits within the City’s standard timeframes. A material delay is considered any delay in the performance of the obligations under this Agreement that: (a) interferes with or threatens to interfere with the timely completion of the work or delivery of services; (b) prevents the non-breaching party from receiving the benefit of the Agreement as scheduled; (c) exceeds any deadlines or milestones by more than a reasonable period, unless such delay is excused under this Agreement or (d) a delay that remains uncured after written notice and expiration of the applicable cure period.

- c. **Right of Entry.** The City hereby grants the Project Sponsor a right of entry to Audubon Park, specifically the Links, for the purpose of preparing for and completing the Work.
- d. **Rejection of Unacceptable Work.** The City shall notify the Project Sponsor of any Unacceptable Work within ten (10) days after discovery, and the Project Sponsor shall promptly make such corrections as are necessary to remedy the material deviations from the Final Plans.
- e. **Changes.** Either party may request changes to the Final Plans. No such change shall be made without the approval of the other party, such approval not to be unreasonably withheld. The party requesting the change shall bear all additional costs incurred in modifying the Final Plans and in performing the changed Work if such costs are in excess of the City’s contribution. Any change in the Work, and all other modifications of this Agreement, shall be in writing and signed by authorized representatives of both parties.
- f. **Payment Bond.** Upon selection of a contractor and identification of the guaranteed maximum price for the Project, the Project Sponsor shall require the contractor to furnish a performance bond in an amount equal to one hundred percent (100%) of the guaranteed maximum price as security for the faithful performance of the contract and for the payment for labor and material furnished and incorporated into the work. The City shall be listed as an additional obligee. The bond shall be in a form acceptable to the City and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to the City.
- g. **Property Not to be Used as Security.** The Project Sponsor shall not permit the site (the “Property”) where the Work is to be performed to be used as

security for any debt or other purpose. In the event that the Project Sponsor causes any lien to be filed against the Property, the Project Sponsor shall promptly cause the removal of such lien.

- h. **Transfer/Ownership of Improvements.** Upon completion of the Project, and upon approval by the City, the Project Sponsor will convey ownership of all completed improvements to the City by quitclaim deed or bill of sale at no cost. The Project Sponsor will provide reasonable evidence that all contractors and suppliers having performed Work or supplied materials in connection with the Work have been paid in full at the time of the conveyance.
- i. **Compliance.** The Project Sponsor shall be familiar with and shall comply with all federal, state, and local laws, ordinances, and regulations associated with performing any of its obligations under this Agreement.
- j. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.
- k. **Nondiscrimination.** The Project Sponsor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be subject to discrimination in the performance of this Agreement.
- l. **Conflict of Interest.** The Project Sponsor warrants that no part of the funding provided hereunder shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Project Sponsor in connection with services to be performed relative to this Agreement.
- m. **Indemnification.** The Project Sponsor agrees to indemnify the City for all claims, suits, demands, actions, damages, settlements, costs, expenses, or other liabilities of any kind brought against the City, its officers, agents, representatives, and employees arising from or in connection with the Project Sponsor's or contractor performance under this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- n. **Entire Agreement.** This Agreement represents the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be executed in one or more counterparts.

- o. **Amendment.** This Agreement may be modified or amended only if made in writing and executed by both parties.
- p. **Assignment.** This Agreement may not be assigned without the prior written consent of the City.
- q. **No Waiver.** The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.
- r. **Severability.** Any provision of this Agreement that is prohibited, unforeseeable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.
- s. **Relationship of parties.** Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and Project Sponsor. Neither Project Sponsor nor any of its employees shall be considered employees or employees of the City.
- t. **Force Majeure.** The City and Project Sponsor shall not be deemed to be in breach or default hereunder for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure or performance is the result of causes beyond the City's control, including but not limited to acts of God, natural disasters, riots, wars, pandemics, or any other act or circumstance beyond the reasonable control of the City.

Exhibit A Project Description

The Links at Audubon Clubhouse

The new 21,325 SF clubhouse for the Links at Audubon, located on Cherry Road in Memphis, will be the central hub of the course and the home of the First Tee of Memphis. The facility will thoughtfully integrate a pro shop, full-service restaurant, and concessions to serve players and visitors, while advancing youth golf and educational programming through the First Tee.

The two-story design features a Memphis Golf Hall of Fame corridor that celebrates the city's rich golf legacy alongside emerging junior talent, complemented by administrative offices, a flexible multi-use room, an indoor golf practice simulation suite, and essential support spaces—collectively establishing a dynamic destination for golf, learning, and community engagement.

The Links at Audubon Driving Range Upgrade

The existing driving range will be improved through the addition of a pre-engineered structure that will protect the hitting bays from weather and allow the range to operate year-round. The improvements will also include integration of ball tracking technology, which will make the range's offerings more engaging and social, and attractive to a wider audience.

Exhibit B
Estimated Draw Schedule

Month	Estimated Draw Schedule
Upon Execution	\$1,500,000.00
Jun 30, 2026	\$1,000,000.00
Jul 30, 2026	\$1,250,000.00
Aug 30, 2026	\$1,750,000.00
Sep 30, 2026	\$2,000,000.00
Total	\$7,500,000.00

The Estimated Draw Schedule provided above is subject to change based upon the Project requirements and construction schedule.

Audubon Golf Clubhouse Construction

A RESOLUTION approving the Development of the Links at Audubon Clubhouse Sponsored by the Tennessee Golf Foundation

- **Project Name:** Audubon Golf Clubhouse Construction
- **Division:** Memphis Parks, Director Justice Bolden
- **Impacted Council Districts:** 5 and Super Districts 9
- **Full Project Budget:** \$15M
- **Project Contributing Funds:** \$3.5M in FY26 CIP Funds; \$4.0M in FY27 CIP Funds pending council approval; and Non-profit contribution \$7.5M plus cost overruns
- **Timeline:** June 2026 – August 2027

Project Name	Project #	Amount From Prior Resolution	Additional Funds & Their Sources	Full Project Budget	Timeline
Audubon Golf Clubhouse - CONSTRUCTION	PK24107	\$3,500,000.00	City has pledged another \$4.0 M in CIP in FY27	\$7,500,000.00	Approximately 13-15 months for construction
			Tennessee Golf Foundation \$7.5 M	\$7,500,000.00 (non-profit contribution)	
TOTALS		\$3,500,000.00	\$11,500,000.00	\$15,000,000.00	

Scope of Work

Total Investment

\$15M Project

- \$7.5M City Pledge - \$3.5M FY26 funded and \$4.0M FY27 CIP proposed
- \$7.5M from Tennessee Golf Foundation (TGF) in addition to project overruns

Scope of Work

- New 21,325 square foot Clubhouse
- Includes Golf Shop, Restaurant, Cart Storage
- Permanent home for **First Tee Tennessee/Memphis** for year-round programming (projected to impact +1,000 youth per year)
- Upgraded **Driving Range** to include covered hitting bays and ball tracking technology (similar to TopGolf) potentially increasing revenue \$600k per year by FY31

Development Structure

- Development MOU ends January 31, 2028, unless amended
 - Substantial completion of construction by January 1, 2028, subject to reasonable extension
- TGF will obtain a letter of credit sufficient to maintain project cash flow
- TGF will issue public solicitations for, hold construction and equipment contracts, and be responsible for vendor payments
- TGF will oversee construction, ensure all proper permits & insurance are obtained, and be responsible for cost overruns
- TGF will donate the building & improvements back to City after completion
- City will release funds on estimated draw schedule of:
 - \$1.50 M upon execution
 - \$1.00 M on June 30, 2026
 - \$1.25 M on July 30, 2026
 - \$1.75 M on Aug 30, 2026
 - \$2.00 M on Sep 30, 2026



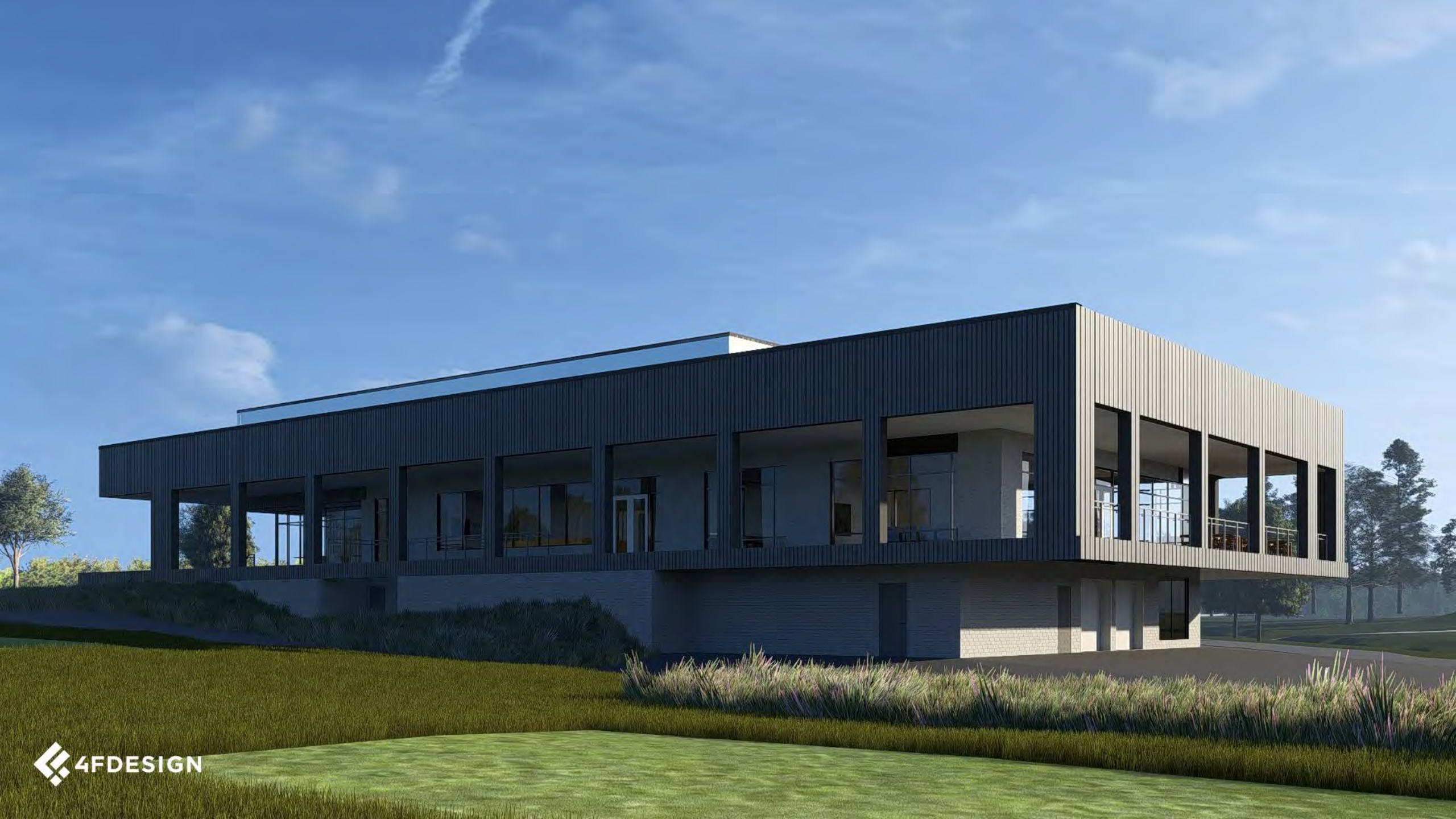
FIRST TEE OF MEMPHIS



THE LINKS
AT AUDUBON

LOREN ROBERTS
CLUBHOUSE & LEARNING
CENTER







View Legend





View Legend



Cherry Road

Driving Range Upgrades



Driving Range Upgrades



Driving Range Upgrades



Driving Range Upgrades





City Council Item Routing Sheet

(Revised February 5, 2026)

Division: HCD Committee: HCD Hearing Date: _____

District: City Wide Super District: City Wide

Item Type: Resolution Request for Same Night Minutes n/a

A resolution accepting and appropriating the sum of \$5,700,000.00 funded by the Department of Housing and Urban Development chargeable to the FY26 budget to support the Lead Hazard Reduction Program.

Recommended Council Action:

Approval

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:

N/A

<p>Does this item/grant acceptance require a matching operating or CIP budget funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Operating/CIP Match: \$ <u>n/a</u></p> <p>Funding Source: US Department of HUD</p> <p>Revenue to be Received: \$ <u>5,700,000</u></p>	<p>Source and Amount of Funds</p> <p>Operating Budget: \$ _____</p> <p>CIP Budget: \$ _____</p> <p>CIP Project # <u>na</u></p>
---	--

Starr Nichols Date 05.29.2026
 Division Director
 signed by: Eatha Couch Date 6/1/2026
 Budget Manager
 signed by: Tanika Jennings Date 6/1/2026
 Chief Financial Officer or Deputy CFO
 signed by: DS CMH
 Legal Review (initials)

DocuSigned by: Tannera Gibson Date 6/1/2026
 Chief Legal Officer
 signed by: John Branah Date 6/1/2026
 Chief of Dev & Infrastructure (for PW, ENG, HCD, DPD)
 DocuSigned by: Antonio Adams Date 6/1/2026
 Chief Operating Officer
 Initial Jeh
 Intergovernmental Receipt (initials)



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

A resolution accepting and appropriating the sum of \$5,700,000.00 funded by the Department of Housing and Urban Development chargeable to the FY26 budget to support the Lead Hazard Reduction Program.

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

Division of Housing and Community Development

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

Not applicable

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

The program aims to serve families with low or very low income across the city of Memphis and Shelby County area.

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

A new contract will be required.

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

This will require an expenditure of funds.

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

Not applicable

G213



A resolution accepting and appropriating the sum of \$5,700,000.00 funded by the Department of Housing and Urban Development chargeable to the FY26 budget to support the Lead Hazard Reduction Program.

WHEREAS, the City of Memphis Division of Housing and Community Development (HCD) has received funds, through the competitive grant application process, for the Lead Hazard Reduction Demonstration Program in the amount of Five Million Dollars (\$5,000,000.00) and the Healthy Homes Initiative in the amount of Seven Hundred Thousand Dollars (\$700,000.00) from the U.S. Department of Housing and Urban Development; and

WHEREAS, these funds will be used by HCD for lead hazard reduction activities and to coordinate with community partners to educate, train, and mitigate lead issues in housing units; and

WHEREAS, it is necessary to accept and appropriate grant funds in the amount of Five Million, Seven Hundred Thousand Dollars (\$5,700,000.00) for the Lead Hazard Reduction Demonstration and the Healthy Homes Initiative grants.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Lead Hazard Reduction Demonstration Program and the Healthy Homes Initiative grant funds in the amount of Five Million, Seven Hundred Thousand Dollars (\$5,700,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED that the grant funded expenditures and revenues for the Lead Hazard Reduction Demonstration Program and Healthy Homes Initiative in the total amount of Five Million, Seven Hundred Thousand Dollars (\$5,700,000.00) be appropriated.

REVENUES

U.S. Department of Housing and Urban Development	<u>\$5,700,000.00</u>
Total	\$5,700,000.00

EXPENDITURES

Lead Hazard Reduction Demonstration Grant	\$5,000,000.00
Healthy Homes Initiative	<u>\$ 700,000.00</u>
Total	\$5,700,000.00

**City of Memphis, Tennessee
City Council Briefing Summary
Resolution to Accept HUD Funding for
Lead Paint Hazard Reduction Program**

Resolution to Accept Grant

Overview

This resolution authorizes the City of Memphis to accept and administer grant funding from the U.S. Department of Housing and Urban Development (HUD) for the implementation of a Lead Paint Hazard Reduction Program. The purpose of the program is to identify and remediate lead-based paint hazards in residential properties, with a focus on protecting low- to moderate-income households and vulnerable populations, particularly children under the age of six.

Grant Details

- **Funding Source:** U.S. Department of Housing and Urban Development (HUD)
- **Program Name:** Lead Hazard Reduction Grant Program
- **Total Award Amount:** \$5,700,000.00
- **Lead Hazard Reduction:** \$5,000,000.00
- **Healthy Homes Supplemental Funding:** \$700,000.00
- **Grant Term:** March 16, 2026, to March 16, 2030

The funding will support activities including personal, lead hazard inspections, risk assessments, abatement and remediation work, temporary relocation assistance if needed, and community outreach and education.

Resolution to Accept HUD Funding for Lead Paint Hazard Reduction Program

The City has previously partnered with HUD to implement similar initiatives for over twenty years and has demonstrated the capacity to successfully deploy funding to improve housing safety and public health outcomes. This new grant award represents a continuation and expansion of those efforts.

Community Impact

Acceptance of this grant will enable the City to:

- Reduce lead exposure risks in hundreds of homes
- Improve long-term health outcomes for children and families
- Enhance the quality and safety of the local housing stock
- Support neighborhood stability and property values
- Strengthen partnerships between government, community organizations, and residents

Resolution to Accept HUD Funding for Lead Paint Hazard Reduction Program

Conclusion and Recommendation

Approval of this resolution will allow the City of Memphis to continue its commitment to safeguarding public health and improving housing conditions for its residents. The Lead Paint Hazard Reduction Program is a strategic investment in the well-being of the community and aligns with broader goals of equity, safety, and neighborhood revitalization.

It is recommended that the City Council approve the resolution to accept HUD funding and authorize the appropriate City officials to execute all necessary agreements and documents to implement the program.



Memphis City Council Summary Sheet

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

This is a Resolution to amend the FY26 CIP Budget by accepting State grant funding from the Tennessee Department of Environment and Conservation (TDEC) and the State Water Infrastructure Grants (SWIG) program and appropriating \$250,000 of A/E funds for the continued development of the Memphis Stormwater Asset Management Plan.

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

Initiating party is Public Works with Engineering administering the grant.

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

N/A

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

This will impact various City Council districts.

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

A new contract will be required.

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

This requires an expenditure of funds.

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

Same night minutes are not requested.



RESOLUTION

G212

This is a resolution to accept, allocate and appropriate grant funds in the amount of \$250,000 from the Tennessee Department of Environment and Conservation (TDEC) and the State Water Infrastructure Grants (SWIG) program to be utilized in project ST02013 Stormwater Program Manager.

WHEREAS, the City of Memphis has applied for and received the DWR-2023 Asset Management Plan grant to continue the development and expansion of the City's Stormwater Asset Management Plan as a part of our Memphis Stormwater Quality and Quantity (MSQ2) program; and

WHEREAS, it is necessary to accept grant funds in the amount of \$250,000 funded by the Tennessee Department of Environment and Conservation and the State Water Infrastructure Grants program; and

WHEREAS, it is necessary to amend the Fiscal Year 2026 Capital Improvement Budget by establishing an allocation of \$250,000; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2026 Capital Improvement Budget is hereby amended by accepting the sum of \$250,000 from the Tennessee Department of Environment and Conservation and the State Water Infrastructure Grants program; and

BE IT FURTHER RESOLVED, that the Fiscal Year 2026 Capital Improvement Budget be amended by establishing an allocation and appropriation in the amount of \$250,000 as follows:

Revenue

TDEC/SWIG Program \$250,000

Expenditures

Engineering-Architecture \$250,000

Initial
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REQUEST TO SUBMIT A GRANT APPLICATION

In the event a potential grant funding opportunity has been identified by a division of the City of Memphis, this form must be completed. Applicants must provide all requested information below. Additionally, the following must accompany this form:

- A detailed description of the project (include a grant announcement/description from the grantor agency)
- The scope of work to execute grant deliverables
- A budget proposal

If any other agencies, entities or divisions plan to be co-participants in the project, please list them accordingly in the scope of work, and explain what their part in the project will be. Upon completion, immediately return this form to the Office of Grants Compliance located at 170 N. Main St., 6th Floor (Mail Route # 63F). If any substantive changes are made to the project description or budget during the application process, please notify the grantor agency of those changes, and send a written explanation of such changes to the Office of Grants Compliance at least five (5) days prior to the application due date.

Division: Engineering

Date: 08/20/2025

Division Contact/Phone Number: Benjamin Alexander Jones Benjamin.Jones@memphistn.gov (901)-636-6970

Grantor Agency/Funding Entity: Tennessee Department of Environment and Conservation

Date Application is Due: 09/02/2025

Amount of Funding: 250000 **Required Matching Funds (If Applicable):** 37500

Which pillar does this grant opportunity apply to: Clean + Attractive Neighborhoods

Project Summary:

Project Summary: TDEC has made grant funding available for work on Asset Management Plans to effectively manage water infrastructure under the DWR SWIG Asset Management Plan Grant (AMP). The City of Memphis already has several activities underway for stormwater asset management under the Memphis Stormwater Quality and Quantity Program. This project would involve several tasks that are focused on identifying, prioritizing, and capital planning for stormwater projects within the City of Memphis and expansion of the existing Strategic Stormwater Asset Management Plan and standard operating procedures. More information can be found on TDEC's website:

<https://www.tn.gov/environment/program-areas/wr-water-resources/srpf/srf-home/swig/amp-grant.html>

City Match Funding Source (Fund, Svc Ctr, Project#, Award)): 0671.250501.ST02013.11289

For Internal Use Only:

DS
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DocuSigned by:
Manny Belen 8/21/2025
A2C50E1AA1234EB
Division Director John Zeanah Date

DocuSigned by:
Tannera Gibson 8/25/2025
570F3187C805403
Tannera Gibson, Chief Legal Officer Date

Signed by:
Min Branch 8/25/2025
AE89C16A8BC24D2
**Chief Operating Officer or
Chief of Development & Infrastructure** Date

DocuSigned by:
Paul A. Young 8/25/2025
730076E798C4433
Paul A. Young, Mayor Date

Supplemental Information for Request to Submit Grant Application for TDEC Asset Management Plan Grant due September 2nd, 2025

Project Description:

As mentioned in the summary, this grant is being pursued to assist in funding the Memphis Stormwater Quality and Quantity Program and several program activities fall under the scope of this grant. The activities that could be funded under this are not limited to the expansion of the existing asset management plan, the creation of a capital improvement plan to address aging stormwater infrastructure, and the implementation of several changes identified in the existing Asset Management Plan.

The following information on the funding source is copied verbatim from from TDEC's website (<https://www.tn.gov/environment/program-areas/wr-water-resources/srfp/srf-home/swig/amp-grant.html>).

Background:

An asset management plan (AMP) is critical to effectively managing water, wastewater, and stormwater infrastructure. As defined by the Environmental Protection Agency (EPA), asset management is the practice of managing infrastructure capital assets to minimize the total cost of owning and operating them while delivering the service level customers need. The water sector has widely adopted this management framework to pursue and achieve sustainable infrastructure. Although utility owners and operators build AMPs specific to their system, the foundation of this process is the same. Without a proper AMP, utilities can struggle to maintain compliance with state and federal regulations, secure adequate funding for capital improvements, and address customer needs. A proper AMP strongly supports a utility's technical, managerial, and financial (TMF) capacity, establishes a prioritized list of asset replacement needs, and enables a system to provide safe, reliable drinking water, wastewater, or stormwater services. Well-developed plans for asset management can improve service, reliability, and regulatory compliance, reduce risk and unexpected costs, and enhance communication with customers and stakeholders. These plans also help budget for ongoing maintenance while strategically planning for asset renewal, growth, and capacity expansion.

Eligible Grant Applicants:

Eligible grant applicants include cities, counties, utility districts, and water authorities that own or operate a public water system. Grant applicants are responsible for grant oversight and monitoring of activities. Grant applicants are also responsible for submitting progress updates as requested by SWIG and managing the grant contract scopes of services.

Eligible Projects:

Grant applicants can apply for AMP planning grants to develop, update, or expand an AMP and create a capital improvement plan focusing on funding the repair or replacement of a utility's most critical needs. The plan must adhere to the Division of Water Resources' (DWR) AMP guide's minimum requirements. Grant applications can be submitted for drinking water programs (DW), wastewater (WW), and/or stormwater (SW) Municipal Separate Storm Sewer System (MS4) programs. Applicants can combine wastewater and stormwater requests into one grant. However, drinking water requests may not be combined with any other system and must be submitted as a separate grant. Projects may be completed by existing utility staff or completed using third parties. Grantees contracting for services must follow proper procurement procedures in compliance with federal guidance.

When developing or updating an AMP, entities must meet the minimum framework elements of DWR's AMP guide. This AMP guide outlines the components of the TDEC AMP program's basic AMP. This guide includes companion Tennessee Asset Management templates in Microsoft Excel workbooks. These are designed to help users assemble the minimum required data and information to build a comprehensive AMP. These workbooks will assist entities in identifying the criticality and potential improved needs of their drinking water, wastewater, and/or stormwater assets.

Scope to Execute Grant Deliverables

The MSQ2 Program and the City of Memphis Division of Engineering will prepare and submit the required documents from the grant, and if awarded will coordinate with other offices as required to set up the funding source.

The grant term is 24 months, eligible activities are expected to utilize the available funding within 6 months as this funding will supplement activities that are currently ongoing. The Division of Engineering will prepare and submit the required annual and final report. The

MSQ2 program will work with the Division of Engineering to identify and mark eligible costs and draft reimbursement requests.

Project Budget

There are several activities under the MSQ2 program that the funding will assist. The program has an annual budget of \$9M for the current FY. The maximum award of \$250,000 would be sought from this grant, the 15% match (\$37,500) would be from already allocated funds for this program.

In another way, the total of the Grant and Match is \$287,500, all covering Granted Consultant Labor.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Water Resources
Davy Crockett Building
500 James Robertson Parkway, 9th Floor
Nashville, Tennessee 37243

October 3, 2025

Memphis, City of
125 N. Main Street
Memphis, TN 38103

RE: 2025-13206 City of Memphis
Asset Management Plan Grant

Dear Mayor Paul Young,

Congratulations! The Tennessee Department of Environment and Conservation (TDEC) and the State Water Infrastructure Grants (SWIG) Program are excited to inform you that your Asset Management Plan Grant has been fully approved. The City of Memphis will receive 100% of the funding requested, totaling \$250,000.00.

Your application has been changed to **Approved Pending Contract** status in the Grants Management System (GMS) software. In the coming weeks, you will receive an official notice with a copy of the grant contract in need of signature, which you should review prior to signing. We recommend that you carefully read all terms and conditions of the grant contract and contact our staff if you need clarification.

*****Important Note - the individual that this letter is addressed to will be the signer and primary contact for the grantee contract. If that information is no longer correct, you need to notify us IMMEDIATELY. Major delays will occur if not corrected***



Finally, this is cause for a celebration! Securing this grant will benefit the citizens in your community for years to come.

If you have any questions concerning this grant, please contact the SWIG team via email at Ask.SRF@tn.gov

Sincerely,

A handwritten signature in cursive script that reads "Vena Jones".

Vena Jones
Manager, State Water Infrastructure Grants
Division of Water Resources

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
October 01, 2025	December 31, 2027	32701-26-385	85482		
Grantee Legal Entity Name				Edison Vendor ID	
City of Memphis				0000004104	
Subrecipient or Recipient		Assistance Listing Number			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Grantee's fiscal year end June 30			
Service Caption (one line only)					
Asset Management Plan					
Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection					
<p style="font-size: small;">All grant applications were ranked based on application completeness and how well the applicant has addressed the ranking components. Grant applicants cannot revise or add to applications following submission. Proposals will be reviewed and ranked based on the submitted application's merits. Incomplete applications may not be eligible for funding. Applications were scored using a rubric system. Within each row (section) of the scoring rubric, a proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points will be considered for funding at the end of scoring.</p>					
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
					
Speed Chart (optional)		Account Code (optional)			
EN00022825/32733					

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 AND
 CITY OF MEMPHIS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Memphis, hereinafter referred to as the "Grantee," is for the provision of an Asset Management Plan grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004104

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall submit an asset management plan (AMP) that is consistent with the minimum data elements required by the July 2023 Tennessee AMP Guide. The final AMP shall include:
 - i. The Five Core AMP Components:
 - a. Component 1: Current State of the Assets – Inventory and Condition Assessment:
 - i. Inventory
 - ii. Digital Map of System
 - iii. Asset Condition
 - b. Component 2: Level of Service
 - c. Component 3: Critical Assets
 - d. Component 4: Minimizing Life Cycle Costs – Capital Improvement Plan
 - e. Component 5: Long-Term Funding Plan – Rate Evaluation
 - ii. Fiscal Sustainability Plan
 - a. Organizational Structure
 - b. Plan of Operation
 - c. Operation and Maintenance manual
 - d. Water and Energy Conservation Efforts
 - iii. Meter Testing and Changeout Program
 - iv. IT Infrastructure
 - v. Work Order System

The Grantee shall submit the final AMP two months before the contract's end date. The AMP must be approved by the State before final reimbursement. Grantees are eligible to receive a reimbursement up to 80% of the contracted amount until the AMP is approved.

- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - i. This Grant Contract document with any attachments or exhibits;
 - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications;
 - iii. The July 2023 Tennessee Asset Management Plan Guide.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on October 01, 2025 ("Effective

Date") and extend for a period of twenty-seven (27) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
 Department of Environment and Conservation
 Division of Water Resources
 Davy Crockett Tower, 9th Floor
 500 James Robertson Parkway
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Dept. of Environment and Conservation, Division of Water Resources.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.

- iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones
 Department of Environment and Conservation
 Division of Water Resources
 Davy Crockett Tower, 9th Floor
 500 James Robertson Parkway
 Nashville, TN 37243
 Telephone # (615)-898-9499

The Grantee:

Paul Young
 City of Memphis
 125 N. Main Street
 Memphis, TN 38103
 mayor@memphistn.gov
 Telephone # (901) 576-6500

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present

grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. **Transfer of Grantee's Obligations.**
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.4. **Equal Opportunity.** As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. **Davis-Bacon Act and Copeland Anti-Kickback Act.** As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.6. **Contract Work Hours and Safety Standard Act.** As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.7. **Clean Air Act and Federal Water Pollution Control Act.** As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.8. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.9. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF MEMPHIS:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET					
City of Memphis AMP Grant					
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:					
		BEGIN: October 01, 2025	END: December 31, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT	
	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00	
	Professional Fee, Grant & Award ²	\$250,000.00	\$37,500.00	\$287,500.00	
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00	
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00	
	Interest ²	\$0.00	\$0.00	\$0.00	
	Insurance	\$0.00	\$0.00	\$0.00	
	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00	
	Depreciation ²	\$0.00	\$0.00	\$0.00	
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00	
	Capital Purchase ²	\$0.00	\$0.00	\$0.00	
	Indirect Cost	\$0.00	\$0.00	\$0.00	
	In-Kind Expense	\$0.00	\$0.00	\$0.00	
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00	
	GRAND TOTAL	\$250,000.00	\$37,500.00	\$287,500.00	

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A
PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Services	\$250,000.00
ROUNDED TOTAL	\$250,000.00

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Memphis
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	October 1, 2024 – September 30, 2029
Subaward Budget Period Start and End Date	October 1, 2024 – September 30, 2029
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	
Grant contract's begin date	October 01, 2025
Grant contract's end date	December 31, 2027
Amount of federal funds obligated by this grant contract	\$250,000.00
Total amount of federal funds obligated to the subrecipient	\$250,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	Environmental Protection Agency
Name and contact information for the federal awarding official	
Name of pass-through entity	Department of Environment and Conservation
Name and contact information for the pass-through entity awarding official	Vena Jones Vena.L.Jones@tn.gov Telephone 615-898-9499
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

Resolution to Accept, Allocate, and Appropriate Grant Funds

TDEC Asset Management Plant Grant

RESOLUTION to amend the FY26 Budget by accepting State Grant Funding from the Tennessee Department of Environment and Conservation (TDEC) and State Stormwater Infrastructure Grants (SWIG) program and appropriating Two Hundred and Fifty Thousand (\$250,000.00) of A/E funds for the continued development of the Memphis Stormwater Asset Management Plan.

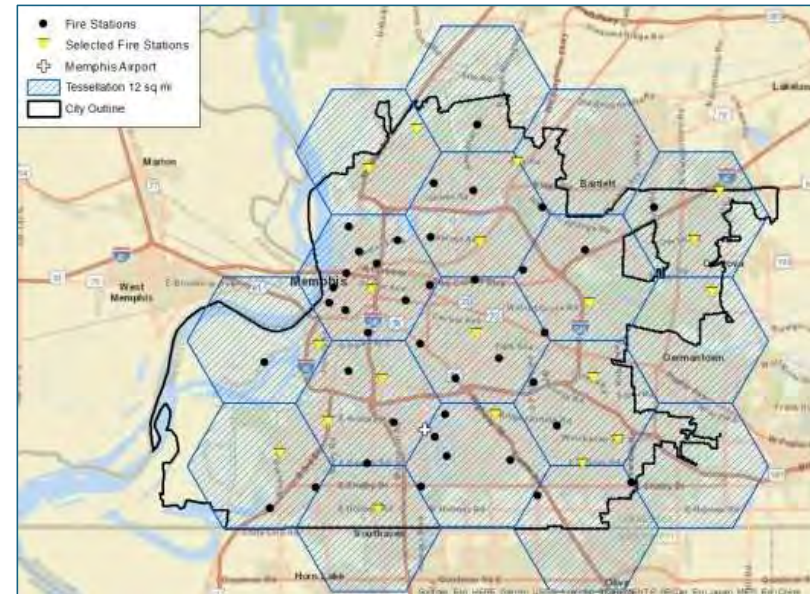
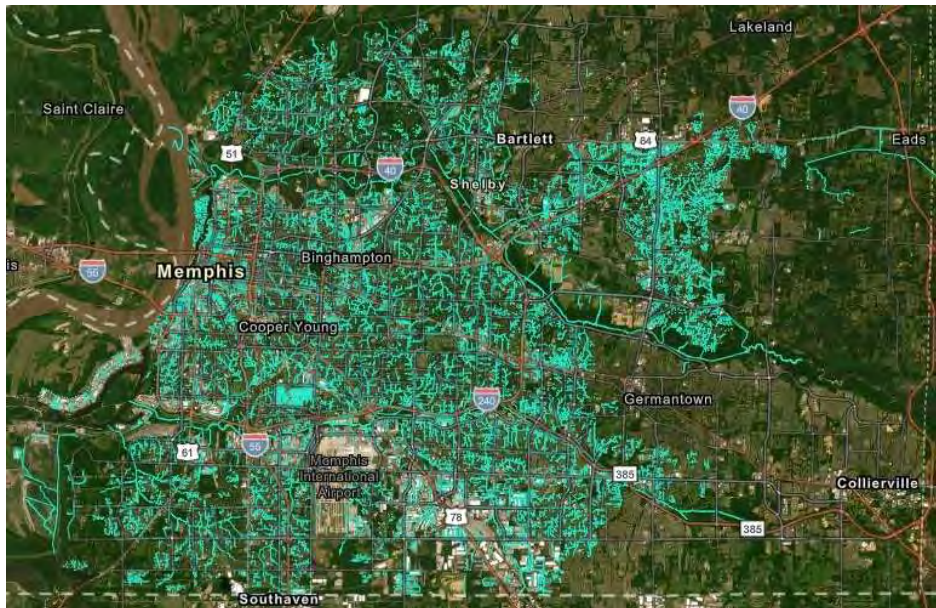
- **Division:** Public Works (Administered by Engineering)
- **Grant Funding Amount:** \$250,000.00
- **15% City Funded Match:** \$37,500.00
- **Total Budget:** \$287,500.00
- **Budget Impact:** **NEUTRAL**. Funds were already allocated in FY26 CIP Budget.
- **Plain Language Description:** The SWIG program aids local governments in planning, design, construction, and rehabilitation of water infrastructure via an application and selection process.
- **Impact:** These funds will mainly be used to fund existing initiatives, such as the Geographic Information System (GIS) Field Condition Assessment Mapping, as well as the new effort of developing a City-wide rain gauge network.
- **Project Status:** Grant contract executed by Mayor May 7, 2026.
- **Timeline for Implementation:** Grant term is twenty-four (24) months, available funds are expected to be utilized with the first six (6) months.
- **Use of Funds:** See next slide.



City Stormwater Infrastructure

Current GIS Map of City stormwater infrastructure

- The Memphis Stormwater Quality & Quantity (MSQ2) program is actively updating this map to reflect the City's existing stormwater infrastructure network.



Rain Gauge Network Initiative

- 19 proposed locations throughout the City.
- Gauges will continuously monitor rainfall and report this data back to the server.
- Enhances City capacity to predict and assess active flooding events



KestrelMet 6000 Rain Gauge

March 2, 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:

Monice Hagler

be appointed to the Memphis Health, Education & Housing Facility Board with a term expiration date of December 31, 2031.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

Enclosure
cc: Council Members

HEALTH, EDUCATION & HOUSING FACILITY BOARD
9 Member Board
6 Year Term

Purpose:

The Health, Education and Housing Facility Board is a public nonprofit corporation issues tax exempt revenue bonds for the development or rehabilitation of multi-family housing facilities to be occupied, according to the state statute, by persons of low and/or moderated income, and/or elderly and/or handicapped persons.

	Term ends:
Monice Hagler	12-31-25
Howard Eddings	12-31-25
Cliff Henderson	12-31-28
Vincent S. Sawyer	12-31-28
Courtnee Melton-Fant	12-31-28
Daniel T. Reid	12-31-23
Vacancy	12-31-28
Buckner Wellford	12-31-29
Vacancy	12-31-23

Updated 04.15.26

March 2, 2026

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

Dear Chairwoman White:

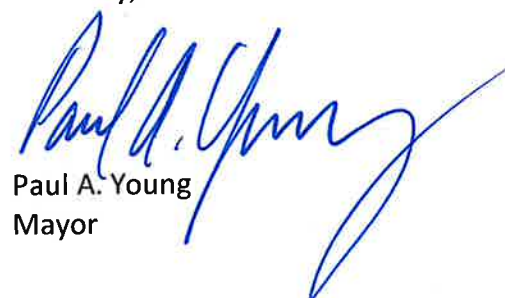
Subject to Council approval, I hereby recommend that:

Howard Eddings

be appointed to the Memphis Health, Education & Housing Facility Board with a term expiration date of December 31, 2031.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

Enclosure
cc: Council Members

HEALTH, EDUCATION & HOUSING FACILITY BOARD
9 Member Board
6 Year Term

Purpose:

The Health, Education and Housing Facility Board is a public nonprofit corporation issues tax exempt revenue bonds for the development or rehabilitation of multi-family housing facilities to be occupied, according to the state statute, by persons of low and/or moderated income, and/or elderly and/or handicapped persons.

	Term ends:
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Howard Eddings	12-31-25
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Vincent S. Sawyer	12-31-28
Courtnee Melton-Fant	12-31-28
Daniel T. Reid	12-31-23
Vacancy	12-31-28
Buckner Wellford	12-31-29
Vacancy	12-31-23

May 29, 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:

Carmeon Hamilton

be appointed to the Memphis Convention Center Commission with a term expiration date of July 1, 2026.

I have attached biographical information.

Sincerely,


Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS CONVENTION CENTER COMMISSION

7 Member Board

2 Ex-Officio Members

2 Year Term

Purpose:

The Board shall operate, manage, control, regulate, and care for the convention center, but without compensation.

Calvin Anderson	07-01-26	
Douglas Browne	07-01-24	
Kyle Veazey	07-01-26	(Partial)
Natasha Langston	07-01-24	
Linwood Dillard	07-01-26	(Partial)
Tom Midgley	07-01-24	
Carmeon Hamilton	07-01-26	(Partial)

2026 Council Liaison: Jana Swearngen-Washington

Updated 052926

May 29, 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:

Linwood Dillard

be appointed to the Memphis Convention Center Commission with a term expiration date of July 1, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

Enclosure
cc: Council Members

MEMPHIS CONVENTION CENTER COMMISSION

7 Member Board

2 Ex-Officio Members

2 Year Term

Purpose:

The Board shall operate, manage, control, regulate, and care for the convention center, but without compensation.

Calvin Anderson	07-01-26	
Douglas Browne	07-01-24	
Kyle Veazey	07-01-26	(Partial)
Natasha Langston	07-01-24	
Linwood Dillard	07-01-26	(Partial)
Tom Midgley	07-01-24	
Carneon Hamilton	07-01-26	(Partial)

2026 Council Liaison: Jana Swearngen-Washington

Updated 052926



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Consideration for adoption of the following amendments to the Pension System:

- A provision to permit a cash out to separated participants of amounts not withdrawn by separated participants that total \$200 or less.
- A provision to permit a cash out to separated participants after notice and an opportunity to withdraw or rollover amounts not withdrawn by separated participants between \$200 and \$1,000.
- A provision to provide in lieu of COLAs, the City Council by resolution may declare from time to time in its discretion, one-time bonuses to retirees.
- Provision where applicable to the Pension System to change the title "Benefits Manager" to "an authorized member of the Human Resources Division".
- Provisions where applicable to the Pension System to change the term "Deferred Retirement" to "Deferred Vested".
- Provisions where applicable to the Pension System to change the term "handicapped" to "disabled".
- A provision to increase the lifetime annuity of a disabled child from 50% to 75% (1978 Plan) and 50% to 100% (1948 Plan)
- A provision to increase the accrued benefit percentage for Commissioned Police and Fire personnel from 2.25% to 2.50%.
- A provision to remove the Early Retirement Reduction Factor for Commissioned Police and Fire personnel, which imposes a 5% reduction for retirement each year before age 52.

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

Human Resources

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

Yes, this is a change to the existing Pension ordinance.

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

This will impact COM employees and retirees.

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

Not Applicable

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

These amendments do not require a budget amendment.

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

Not Applicable

Initial
LAL

Initial
FFF

Chief Initials _____

05.28.2026

**An Ordinance to Amend
Chapter 25—Pension and Retirement System
of the City of Memphis, Tennessee**

WHEREAS, the City of Memphis, Tennessee (the “Employer”) has adopted a defined benefit retirement plan known as City of Memphis Retirement System for General Employees, including police officers and firefighters, as subsequently amended and restated from time to time, and consisting of a 1948 plan (that part of the plan benefiting employees participating under the provisions of sections 4-25-60 through 4-25-99) and a 1978 plan (that part of the plan benefiting employees participating under the provisions of sections 4-25-160 through 4-25-199), as amended in 2012, and a 2016 plan (that part of the plan benefiting employees participating under the provisions of sections through 4-25-210 through 4-25-274), currently codified and established under City Ordinance Chapter 25, Articles I through VII, Division 1 and Division 2 and Division 3 (collectively, “the Pension System”); and

WHEREAS, the Employer desires to amend the Pension System as provided herein,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEMPHIS that the Pension and Retirement System of the City of Memphis be amended as follows:

1. Section 4-25-1 *References, construction and definitions*, subsection (A) Item (1) *Accrued benefit*, subsection (a) shall be amended and restated in its entirety to read as follows:

1. *Accrued benefit* means:

- a. i. As of any date, for each participant hired prior to July 1, 2012, including a police officer or firefighter retiring prior to July 1, 2026, a monthly benefit amount payable semi-monthly in the form of a single life annuity, equal to two and one-fourth percent of his or her average monthly compensation multiplied by the number of years of service completed before January 1, 1990, plus two and one-half percent of his or her average monthly compensation multiplied by the number of years of service completed after January 1, 1990; provided, however, that when a participant's years of service equals 25 years, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 25 years for a maximum of ten years; provided, however, if after 35 years of service the total percentage of his or her average monthly compensation is less than 72.5 percent, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 35 years earned after January 1, 1990, until such total percentage shall equal 72.5 percent; or
- ii. As of any date, for each participant that is hired on or after July 1, 2012, including a police officer or firefighter retiring prior to July 1, 2026, a monthly benefit amount payable semi-monthly in the form of a single life annuity, equal to two and one-fourth percent of his or her average monthly compensation multiplied by the number of years of service completed after July 1, 2012; provided, however, that when such

05.28.2026

participant's years of service equals 25 years, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 25 years for a maximum of ten years; provided, however, if after 35 years of service the total percentage of his or her average monthly compensation is less than 72.5 percent, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 35 years earned; or

iii. As of any date, for each participant who is a police officer or firefighter retiring on or after July 1, 2026, a monthly benefit amount payable semi-monthly in the form of a single life annuity, equal to two and one-fourth percent of his or her average monthly compensation multiplied by the number of years of service completed before January 1, 1990, plus two and one-half percent of his or her average monthly compensation multiplied by the number of years of service completed after January 1, 1990; provided, however, that when a participant's years of service equals 25 years, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 25 years for a maximum of ten years; provided, however, if after 35 years of service the total percentage of his or her average monthly compensation is less than 72.5 percent, such participant shall accrue an additional one percent of his or her average monthly compensation for each year of service in excess of 35 years earned after January 1, 1990, until such total percentage shall equal 72.5 percent.

As required by T.C.A. §9-3-506(a)(3) and the Comptroller of the State of Tennessee, the increase provided in this subsection (iii) for police officers and firefighters shall be funded by and only to the extent of the available funds allocated for the cost of pension benefits of police officers and firefighters in the Special Revenue Fund created pursuant to the referendum passed October 3, 2019 increasing the sales and use tax in the City of Memphis by 0.5% from 2.25% to 2.75% to restore pension benefits of public safety employees from and after the date of such referendum. In the event the cost of the increase provided in this subsection (iii) exceeds the amount allocated in the Special Revenue Fund for the cost of the pension benefits for public safety employees in the 1978 Plan, then the following steps shall automatically apply in determining the pension benefit of such eligible public safety employees for such Plan Year:

1. The accrual rate of 2.50% provided in this subsection (iii) for the pension benefit of these employees for such Plan Year will be reduced from 2.50% in ten basis point increments, to such lesser accrual rate (but not below the accrual rate provided in subsections (i) and (ii) above, as applicable) as is necessary so that the costs of benefits for these police officers and firefighters does not exceed the amount allocated in the Special Revenue Fund for the cost of the pension benefits for public safety employees in the 1978 Plan. The adjustment provided above shall be effective as of July 1 next following the determination of the cost of benefits and shall not reduce the accrued pension benefit of any such eligible police officer or firefighter accrued immediately prior to the effective date of the adjustment.

05.28.2026

2. Section 4-25-1(22) *Handicapped child* shall be amended and restated in its entirety to read as follows:

Handicapped child shall mean “disabled child” as defined in 4-25-1(6)(b).

3. Section 4-25-1(A)(30) *Normal retirement date*, subsection (c) *1978 Plan for participants hired on or after July 1, 2012*, subsection (ii) *Police officers and firefighters* shall be amended and restated in its entirety to provide as follows:

ii. Police officers and firefighters:

- (1) Effective for police officers and firefighters retiring prior to July 1, 2026, the first day of the month coincident with or next following earliest date on which the participant:

Attains:

- (A) Age 55 and ten years of service; or
- (B) Twenty-five years of service and submits a written election designating the date he or she will retire not less than 30 days before such designated date. Said participant shall be entitled to receive a retirement benefit equal to his or her accrued benefit reduced by five percent per year for each year that his or her early retirement date precedes the date the participant will attain age 52.

- (2) Effective for police officers and firefighters retiring on or after July 1, 2026, the first day of the month coincident with or next following earliest date on which the participant:

Attains:

- (A) Age 55 and ten years of service; or
- (B) Twenty-five years of service and submits a written election designating the date he or she will retire not less than 30 days before such designated date.

4. Section 4-25-83 *Deferred retirement benefit* subsections (A) and (C) shall be amended to change the term “deferred retirement benefit” to “deferred vested benefit.” The heading to Section 4-25-83 shall be changed from “Deferred retirement benefit” to “Deferred vested benefit.”

5. Section 4-25-183 *Deferred retirement benefit* subsections (A) and (C) shall be amended to change the term “deferred retirement benefit” to “deferred vested benefit.” The heading to Section 4-25-183 shall be changed from “Deferred retirement benefit” to “Deferred vested benefit.”

05.28.2026

6. Section 4-25-242 *Deferred retirement benefit* subsections (A) and (C) shall be amended to change the term “deferred retirement benefit” to “deferred vested benefit.” The heading to Section 4-25-242 shall be changed from “Deferred retirement benefit” to “Deferred vested benefit.”
7. Sec.4-25-86 shall be added and shall provide as follows:
 - A. Effective July 1, 2026, nonforfeitable benefits payable to a participant who terminates service or has terminated service the Actuarial Equivalent of which is less than two hundred and no/100ths dollars (\$200) may be paid in one lump sum cash payment to the participant without the participant’s consent. If the Actuarial Equivalent of any nonforfeitable benefit payable to a participant who terminates service or has terminated service exceeds two hundred and no/100ths dollars (\$200) but is equal to or less than One Thousand and no/100ths dollars (\$1,000) such benefit may be paid in one lump sum cash payment to the participant without the participant’s consent upon not less than thirty (30) days and not more than one hundred eighty (180) days after the Special Tax Notice pursuant to Code §402(f) notice is provided to the participant.
8. Sec. 4-25-186 shall be added and shall provide as follows:
 - A. Effective July 1, 2026, nonforfeitable benefits payable to a participant who terminates service or has terminated service the Actuarial Equivalent of which is less than two hundred and no/100ths dollars (\$200) may be paid in one lump sum cash payment to the participant without the participant’s consent. If the Actuarial Equivalent of any nonforfeitable benefit payable to a participant who terminates service or has terminated service exceeds two hundred and no/100ths dollars (\$200) but is equal to or less than One Thousand and no/100ths dollars (\$1,000) such benefit may be paid in one lump sum cash payment to the participant without the participant’s consent upon not less than thirty (30) days and not more than one hundred eighty (180) days after the Special Tax Notice pursuant to Code §402(f) notice is provided to the participant.
9. Sec. 4-25-245 shall be added and shall provide as follows:
 - A. Effective July 1, 2026, nonforfeitable benefits payable to a participant who terminates service or has terminated service the Actuarial Equivalent of which is less than two hundred and no/100ths dollars (\$200) may be paid in one lump sum cash payment to the participant without the participant’s consent. If the Actuarial Equivalent of any nonforfeitable benefit payable to a participant who terminates service or has terminated service exceeds two hundred and no/100ths dollars (\$200) but is equal to or less than One Thousand and no/100ths dollars (\$1,000) such benefit may be paid in one lump sum cash payment to the

05.28.2026

participant without the participant's consent upon not less than thirty (30) days and not more than one hundred eighty (180) days after the Special Tax Notice pursuant to Code §402(f) notice is provided to the participant.

10. Section 4-25-91 *Other death benefit*, subsection (A) shall be amended and restated in its entirety to read as follows:

Sec. 4-25-91 – Other death benefit.

- A. The beneficiaries described in section B of this section of a participant who dies other than as described in section 4-25-90(A), and who has not elected deferred vested benefit under section 4-25-83, shall receive a death benefit in accordance with section 4-25-93 equal to:

1. The retirement benefit, if any, the participant was receiving as of his or her date of death; or
2. If the participant died before his or her annuity commencement date, but after he or she was credited with five or more years of service or suffered an ordinary disability, the retirement benefit to which he or she was entitled under sections 4-25-78, 4-25-81 or 4-25-82.

11. Section 4-25-191 *Other death benefits*, subsection (A) shall be amended and restated in its entirety to read as follows:

Sec. 4-25-191 – Other death benefit.

- A. The beneficiaries described in section B of this section of a participant who dies other than as described in section 4-25-190(A), and who has not elected a deferred vested benefit under section 4-25-183, shall receive a death benefit in accordance with section 4-25-193 equal to 75 percent of:

1. The retirement benefit, if any, the participant was receiving as of his or her date of death; or
2. If the participant died before his or her annuity commencement date, but after he or she was credited with five or more years of service or suffered an ordinary disability, the retirement benefit to which he or she was entitled under sections 4-25-178, 4-25-181 or 4-25-182.

12. Sec. 4-25-93 *Distribution*, subsection (A) *Beneficiary priority*, shall be amended and restated in its entirety to read as follows:

Sec. 25-93. Distribution.

A. *Beneficiary priority.* The death benefit of Sec. 4-25-90 or Sec. 4-25-91 shall be paid to the surviving spouse (as such term is defined in Sec. 4-25-1) until the

05.28.2026

spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving child and disabled child (as the terms "child" and " disabled child" are defined in Sec. 4-25-1), for as long as the individual is a child or disabled child. Commencing July 1, 2026 the death benefit to a disabled child, including any disabled child then receiving a disabled child death benefit as of July 1, 2026, shall continue for so long as the disabled child is a disabled child (as defined in Sec. 4-25-1) in the same amount as the benefit payment any other child of the participant was entitled to receive during the period the child is a child as defined in Sec. (4-25-1) . If payments are made to more than one child or disabled child, the death benefit shall be payable in equal shares; provided, if any child or disabled child becomes ineligible to receive benefits because of death, attainment of age, or recovery from the disability, the death benefit shall be divided equally among the remaining eligible children and disabled child of the participant. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1978 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 4-25-90 or 4-25-91.

13. Sec. 4-25-193 *Distribution*, subsection (A) *Beneficiary priority*, shall be amended and restated in its entirety to read as follows:

Sec. 25-193. Distribution.

A. *Beneficiary priority.* The death benefit of Sec. 4-25-190 or Sec. 4-25-191 shall be paid to the surviving spouse (as such term is defined in Sec. 4-25-1) until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving child and disabled child (as the terms "child" and " disabled child" are defined in Sec. 4-25-1), for as long as the individual is a child or disabled child. Commencing July 1, 2026 the death benefit to a disabled child, including any disabled child then receiving a disabled child death benefit as of July 1, 2026, shall continue for so long as the disabled child is a disabled child (as defined in Sec. 4-25-1) in the same amount as the benefit payment any other child of the participant was entitled to receive during the period the child is a child as defined in Sec. (4-25-1) . If payments are made to more than one child or disabled child, the death benefit shall be payable in equal shares; provided, if any child or disabled child becomes ineligible to receive benefits because of death, attainment of age, or recovery from the disability, the death benefit shall be divided equally among the remaining eligible children and disabled child of the participant. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1978 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 4-25-190 or 4-25-191.

05.28.2026

For each participant hired on or after July 1, 2012, the death benefit of 4-25-190 or 4-25-191 shall be paid to the surviving spouse until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made, or shall continue to be paid to or on the behalf of the participant's child and disabled child (as the terms "child" and "disabled child" are defined in Sec. 4-25-1), for as long as the individual is a child or disabled child. Commencing July 1, 2026 the death benefit to a disabled child, including any disabled child then receiving a disabled child death benefit as of July 1, 2026, shall continue for so long as the disabled child is a disabled child (as defined in Sec. 4-25-1) in the same amount as the benefit payment any other child of the participant was entitled to receive during the period the child is a child as defined in Sec. (4-25-1). If payments are made to more than one child or disabled child, the death benefit shall be payable in equal shares; provided, if any child or disabled child becomes ineligible to receive benefits because of death, attainment of age, or recovery from disability, the death benefit shall be divided equally among the remaining eligible children and disabled children of the participant. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 1978 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 4-25-190 or 4-25-191.

14. The first paragraph of Section 4-25-252 *Distribution*, subsection (a) *Beneficiary priority* shall be amended and restated in its entirety and shall read as follows:

Sec. 4-25-252. Distribution.

- (a) *Beneficiary priority.* The death benefit of Sec. 4-25-250 or 4-25-251 shall be paid to the surviving spouse until the spouse's death. If there is no spouse, or upon the spouse's death, the death benefit shall be made or shall continue to be paid to or on the behalf of the participant's surviving children and disabled children (as the terms "child" and "disabled child" are defined in Sec. 4-25-1), for as long as they are children or disabled children. Commencing July 1, 2026 the death benefit to a disabled child, including any disabled child then receiving a disabled child death benefit as of July 1, 2026, shall continue for so long as the disabled child is a disabled child (as defined in Sec. 4-25-1) in the same amount as the benefit payment any other child of the participant was entitled to receive during the period the child is a child as defined in Sec. (4-25-1). If payments are made to more than one child or disabled child, the death benefit shall be payable in equal shares; provided, if any child or disabled child becomes ineligible to receive benefits because of death, attainment of age, or recovery from the disability, the death benefit shall be divided equally among the remaining eligible children and disabled children of the participant. No surviving spouse of a participant's spouse shall be entitled to any benefits from this 2016 plan as a result of the participant's spouse's interest in a benefit payable under Sec. 4-25-250 or Sec. 4-25-251.

05.28.2026

15. Section 4-25-94 *Residual benefits and Refund of Employee Contributions*, subsection (b)(i) shall be amended and restated in its entirety to read as follows:

- (i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the foregoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to be effective, and such consent shall be witnessed by a notary public or by an authorized member of the city human resources team, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ies) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

16. Section 4-25-194 *Residual benefits*, subsection (b)(i) shall be amended and restated in its entirety to read as follows:

- (i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the foregoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to be effective, and such consent shall be witnessed by a notary public or by an authorized member of the city human resources team, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ies) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

17. Sec. 4-25-192 *Refund on death*, subsection (A) shall be amended and restated in its entirety to read as follows:

05.28.2026

- A. If any participant elects a deferred vested benefit under section 4-25-183 but dies before his or her annuity commencement date, his or her employee contributions shall be refunded in accordance with section 4-25-183(C) as if he or she had revoked his or her section 4-25-183(A) election on the day before his or her date of death.

18. Section 4-25-95 *Increase in monthly retirement allowance authorized*, subsection (K) shall be amended and restated in its entirety to read as follows:

K. Effective September 16, 1998, the following additional increases shall take effect:

1. Members who retired with at least 25 years of city service and retired with a normal retirement, involuntary retirement, or deferred retirement vested benefit prior to September 16, 1998, shall receive a minimum allowance of \$1,000.00 per month.

Members who died or became disabled in the line of duty prior to September 16, 1998, shall receive a minimum allowance of \$1,000.00 per month.

19. Section 4-25-95 shall be amended by adding as Paragraph "Y" the following:

Y. The mayor, chief financial officer, and chief of human resources, subject to the approval of council, may from time to time, and in such amounts as approved by council resolution, authorize from the trust fund a one-time payment in a plan year to retirees and/or survivors who are receiving a monthly retirement benefit from the trust fund. Such payment shall be in addition to the monthly retirement pension being received by the retiree or survivors for such plan year, shall only be paid in the plan year in which it is authorized, and shall not be deemed an increase in the monthly retirement allowance otherwise payable to the retiree or survivor.

20. Section 4-25-195 shall be amended by adding as Paragraph "Y" the following:

Y. The mayor, chief financial officer, and chief of human resources, subject to the approval of council, may from time to time, and in such amounts as approved by council resolution, authorize from the trust fund a one-time payment in a plan year to retirees and/or survivors who are receiving a monthly retirement benefit from the trust fund. Such payment shall be in addition to the monthly retirement pension being received by the retiree or survivors for such plan year, shall only be paid in the plan year in which it is authorized, and shall not be deemed an increase in the monthly retirement allowance otherwise payable to the retiree or survivor.

21. Section 4.25.246 shall be added and shall provide as follows:

The mayor, chief financial officer, and chief of human resources, subject to the approval of council, may from time to time, and in such amounts as approved by council resolution, authorize from the trust fund a one-time payment in a plan year

05.28.2026

to retirees and/or survivors who are receiving a monthly retirement benefit from the trust fund. Such payment shall be in addition to the monthly retirement pension being received by the retiree or survivors for such plan year, shall only be paid in the plan year in which it is authorized, and shall not be deemed an increase in the monthly retirement allowance otherwise payable to the retiree or survivor.

22. Section 4-25-251 *Other death benefits*, subsection (A) shall be amended and restated in its entirety and shall read as follows:

A. The beneficiaries described in section 4-25-251(b) of a participant who dies other than as described in Sec. 4-25-250(a) or Sec. 4-25-250(b) and who has not elected a deferred vested benefit under section 4-25-242, shall receive a death benefit in accordance with Sec. 4-25-252 equal to seventy-five percent (75%) of:

1. The retirement benefit, if any, the participant was receiving as of his or her date of death; or

2. If the participant died before his or her annuity commencement date, but after he or she was credited with five or more years of service or suffered an ordinary disability, the retirement benefit to which the participant was entitled under sections 4-25-240, 4-25-241 or 4-25-242.

23. The change of the term "Deferred Retirement Benefit" to the term "Deferred Vested Benefit" shall be made to the index as well.

24. Section 4-25-254 *Employee Contribution Refunds Upon Death*, subsection (i) shall be amended and restated in its to read as follows:

(i) the beneficiary or beneficiaries designated by the participant (in accordance with procedures established by the Board). Notwithstanding the foregoing to the contrary, if the participant is married at the time of such designation, if the beneficiary or beneficiaries designated by the participant is not the participant's spouse, the participant's spouse's written consent to such specific beneficiary or beneficiaries shall be required for such designation to be effective, and such consent shall be witnessed by a notary public or by an authorized member of the city human resources team, or such other person representing the Board as duly designated by the Board. A participant's spouse may give a general consent acknowledging the spouse's right to consent to any beneficiary or beneficiaries and relinquishing such right, in which event any future revocation and/or redesignation of beneficiary(ies) by the participant shall not require further spousal consent. The consent of the spouse must acknowledge the effect of such election and, once given, cannot be revoked by such spouse. Any spousal consent shall only be applicable to the spouse granting such consent, or

05.28.2026

The provisions of this Ordinance are hereby declared to be severable. If any of the sections, amendments, provisions, sentences, clauses, phrases, or parts hereof are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

The provisions of 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.

NOTE—IN THE ADOPTING ORDINANCE ADD THE FOLLOWING PROVISIONS

The additions and amendments herein repeal and replace the relevant titles, chapters and/or sections of the 2021 Code as so amended, repealed or replaced and the Comptroller is hereby directed to make the appropriate insertions and/or deletions in the official 2021 Code, so that reference to the 2021 Code shall be understood and intended to codify such additions and amendments as part of the 2021 Code.

All ordinances or parts of ordinances in the 2021 Code in conflict herewith are, to the extent of such conflict, hereby repealed.

SPONSOR

City Administration

CHAIRMAN

APPROVED:

Mayor

SUMMARY OF PROPOSED ORDINANCE AMENDMENTS
TO PENSION AND RETIREMENT SYSTEM
OF THE CITY OF MEMPHIS, TENNESSEE

MAY 2026

1. Section 4-25-1--for police officers and firefighters retiring on or after July 1, 2026 increase the multiplier for years of credited service after January 1, 1990 from 2.25% to 2.50%.
 - a. The increase is to be paid from the Special Revenue Fund created pursuant to the October 3, 2019 referendum.
2. Section 4-25-1(22)--change the term "handicapped child" to "disabled child" consistent with the definition of disabled child already in 4-25-1(6)(b).
3. Section 4-25-(A)(30)--delete the 5% reduction on retirement benefits payable to police officers and firefighters who retire at twenty-five years but prior to age 55.
4. Section 4-25-83 for the 1948 Plan change the term "deferred retirement benefit" to "deferred vested benefit."
5. Section 4-25-183--for the 1978 Plan change the term "deferred retirement benefit" to "deferred vested benefit."
6. Section 4-25-242---for the 2016 Plan change the term "deferred retirement benefit" to "deferred vested benefit."
7. Section 4-25-86--for the 1948 Plan add a section so that small account balances of terminated participants (under \$200) can be distributed as a cashout without the consent of the terminated participant. For accounts between \$200 and \$1,000 permit a cashout with the consent of the terminated participant after giving the terminated participant notice and an opportunity to rollover that account. (This is a provision consistent with cashouts in ERISA governed plans.)
8. Section 4-25-186--for the 1978 Plan add a section so that small account balances of terminated participants (under \$200) can be distributed as a cashout without the consent of the terminated participant. For accounts between \$200 and \$1,000 permit a cashout with the consent of the terminated participant after giving the terminated

5.28.2026

participant notice and an opportunity to rollover that account. (This is a provision consistent with cashouts in ERISA governed plans.)

9. Section 4-25-245--for the 2016 Plan add a section so that small account balances of terminated participants (under \$200) can be distributed as a cashout without the consent of the terminated participant. For accounts between \$200 and \$1,000 permit a cashout with the consent of the terminated participant after giving the terminated participant notice and an opportunity to rollover that account. (This is a provision consistent with cashouts in ERISA governed plans.)
10. Section 4-25-91--for the 1948 Plan change the term “deferred retirement benefit” to “deferred vested benefit.”
11. Section 4-25-191--for the 1978 Plan change the term “deferred retirement benefit” to “deferred vested benefit.”
12. Section 4-25-93--for the 1948 Plan provide that any disabled child currently receiving a monthly benefit and for any disabled child commencing a benefit from and after July 1, 2026 the handicapped child receives the same monthly benefit as a child—100% of the participant’s monthly benefit. Formerly before this amendment a handicapped child after attaining age 18 received only 50% of the monthly benefit of a child.
13. Section 4-25-193--for the 1978 Plan provide that any disabled child currently receiving a monthly benefit and for any disabled child commencing a benefit from and after July 1, 2026 the handicapped child receives the same monthly benefit as a child—75% of the participant’s monthly benefit. Formerly before this amendment a handicapped child after attaining age 18 received only 50% of the monthly benefit of a child.
14. Section 4-25-242--for the 2016 Plan provide that any disabled child currently receiving a monthly benefit and for any disabled child commencing a benefit from and after July 1, 2026 the handicapped child receives the same monthly benefit as a child—75% of the participant’s monthly benefit. Formerly before this amendment a handicapped child after attaining age 18 received only 50% of the monthly benefit of a child.

5.28.2026

15. Section 4-25-94--for the 1948 Plan change the term “Benefits Manager of the City” to “authorized member of the city human resources team.” There is no longer a position titled “Benefits Manager.”
16. Section 4-25-194--for the 1978 Plan change the term “Benefits Manager of the City” to “authorized member of the city human resources team.” There is no longer a position titled “Benefits Manager.”
17. Section 4-25-192--change the term “deferred retirement benefit” to “deferred vested benefit.”
18. Section 4-25-95--for the 1948 Plan change the term "deferred retirement benefit" to “deferred vested benefit.”
19. Section 4-25-95--for the 1948 Plan add a paragraph permitting the mayor, chief financial officer, and chief of human resources, subject to approval of city council, to authorize a one-time bonus to retirees from the Plan.
20. Section 4-25-195--for the 1978 Plan add a paragraph permitting the mayor, chief financial officer, and chief of human resources, subject to approval of city council, to authorize a one-time bonus to retirees from the Plan.
21. Section 4-25-246—for the 2016 Plan add a paragraph permitting the mayor, chief financial officer, and chief of human resources, subject to approval of city council, to authorize a one-time bonus to retirees from the Plan.
22. Section 4-25-251--change the term “deferred retirement benefit” to “deferred vested benefit.”
23. For the Index to the Plan change the term “deferred retirement benefit “ to “deferred vested benefit.”
24. Section 4-25-254--for the 2016 Plan change the term “Benefits Manager of the City” to “authorized member of the city human resources team.”

Retirement Ordinance Updates



TOTALREWARDS

Great People Deserve Great Rewards



Why Change the Pension Ordinance?

- Increase Public Safety Retention
- Attract Public Safety Employees
- Enhance Operational Efficiency
- Ensure flexibility in title and term changes
- Utilize general language to prevent frequent amendments
- Provide financial stability for dependents with disabilities





Utilization of General Language to Prevent Frequent Amendments

- A provision to change the title "Benefits Manager" to "an authorized member of the City retirement team"
- A provision to change the term "Deferred Retirement" to "Deferred Vested"
- A provision to change the term "handicapped" to "disabled"





Pension Contribution Refunds

- A provision to automatically permit a refund of pension contributions that are \$200 or less to former participants who are separated from the COM
- A provision to permit a refund of pension contributions that are between \$200 and \$1,000 to former participants who are separated from the COM





Example – Pension Contribution Refunds

\$200 Less

- Joe worked for the COM for 3 months and contributed \$75.00 to the pension fund before resigning or getting terminated.

Proposal

COM will automatically refund the \$75.00

\$200+ and Less than \$1,000

- Joe worked for the COM for 7 months and contributed \$900.00 to the pension fund before resigning or getting terminated.

Proposal

COM will contact the former employee to determine how they would like to receive their contributions.





Example Dependents with Disabilities

Disabled child annuity changing to 50% to 75% (1978 Plan); 50% to 100% (1948 plan)

Current:

- Retiree was receiving a \$1000 semi-monthly payment. Retiree died in 2022.
- His spouse received 75% of his \$1000 semi-monthly payment = \$750.
- Spouse dies in 2026, Disabled child begins receiving 50% of spouse's semi-monthly payment \$750 = \$375.

Proposed - Disabled child continues to receive \$750





Public Safety Changes

- A provision to increase the accrued benefit percentage for commissioned police and fire from 2.25% to 2.50%
- A provision to remove the Early Retirement Reduction Factor (ERRF), which imposes a 5% reduction for each year the participant is below age 52 for commissioned police and fire employees



Example Early Retirement Reduction Factor (ERRF)

Firefighter/Officer starts career at age 20
Serves 28 years
Retires at age 48 which is 4 years before reaching 52
ERRF 4 years * 5% (Penalty) = 20%
Monthly Pension = \$5,000

Current Calculation:

- Monthly Pension = \$5,000 - 20% (\$1000) = \$4,000
- Semi-Monthly = \$4,000/2 = \$2,000
- Annual Pension = \$4,000*12= \$48,000

Proposed Calculation:

- Monthly Pension = \$5,000 (Note: ERRF penalty is removed)
- Semi-Monthly = \$5,000/2 = \$2,500
- Annual Pension = \$5,000*12= \$60,000

Employee will receive \$12K more with this new proposed in this example



Questions

William Byrd, Total Rewards Officer at William.Byrd@memphistn.gov



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

A resolution to authorize the issuance, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park.

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

Administration

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

Not Applicable

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

AutoZone Park is in District 7, Super District 8

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

There will be a new contract for design and an amendment to an existing construction contract.

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

This requires an expenditure and a budget amendment

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

The construction work is ongoing because it involves critical life-safety and compliance improvements without which the park would be challenged to continue operations.



A resolution to authorize the issuance, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park.

WHEREAS, AutoZone Park has significant deferred maintenance, including critical life-safety needs, and must remain in compliance with Major League Baseball's Player Development League ("PDL") standards, causing the Administration to undertake essential repairs and improvements, the cost of which has increased from an early estimate of Five Million Dollars (\$5,000,000.00) to a guaranteed maximum price of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00), a difference of Three Million Five Hundred Thousand Dollars (\$3,500,000.00); and

WHEREAS, the Administration has determined that One Million Five Hundred Thousand Dollars (\$1,500,000.00) is necessary to develop a renovation design plan that will address both deferred maintenance and anticipated future PDL requirements, along with enhancing the customer experience, with the intention of undertaking such renovation as a priority capital project in a future fiscal year to support the continued lease of the facility by the ownership of the Memphis Redbirds; and

WHEREAS, to address the timing difference between the critical life-safety repairs and the planned capital renovation of AutoZone Park, the Administration requests authorization for the allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds, which shall serve as temporary financing until the capital financing structure for the renovation is established; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the issuance of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds for the purposes described herein is hereby approved, that such funds are allocated and appropriated to AutoZone Park Upgrades (GA07012), and that the Fiscal Year 2026 Budget shall be amended accordingly; and

BE IT FURTHER RESOLVED, that interest on such Commercial Paper shall be repaid through the traditional debt service fund, but that it is anticipated that such Commercial Paper shall be refinanced in a future capital financing to provide capital project funds designated for the future renovation of AutoZone Park, which such capital financing is anticipated to be supported, in whole or in part, by lease payments from the ownership organization of the Memphis Redbirds.

Resolution to Use \$5 M in Commercial Paper for AutoZone Park

A RESOLUTION to authorize the use, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park. Sponsored by the Administration. **District 7 and Super District 8. Same Night Minutes Requested.**

- **Division:** Executive
- **Funding Amount:** \$5 M In combination with \$5M allocated for upgrades in FY25 from Economic Development Bonds
- **Budget Impact:** **Additive.** Commercial Paper proceeds can be used as interim funding source until future ballpark renovation capital stack is developed & implemented.
- **Plain Language Description:** These funds will pay for on-going improvements to critical life-safety issues and to meet PDL standards.
- **Impact:** AutoZone Park is required to meet Major League Baseball's Player Development League (PDL) standards, which are periodically increased, to avoid penalties up to & including team relocation. The Park also has significant deferred maintenance, including critical life-safety issues with heating & cooling and fire suppression systems, which negatively impact staff and visitor experience & safety.
- **Project Status:** On-going
- **Timeline for Implementation:** Life-safety improvements will be finished by July 31, 2026. Planning & design will continue until renovation plan and budget are determined.
- **Use of Funds:**
 - \$ 3.5 M for ongoing improvements (see next slide)
 - \$ 1.5 M for renovation planning to address significant deferred maintenance and Major League Baseball's Player Development League (PDL) standards, and to enhance visitor experience

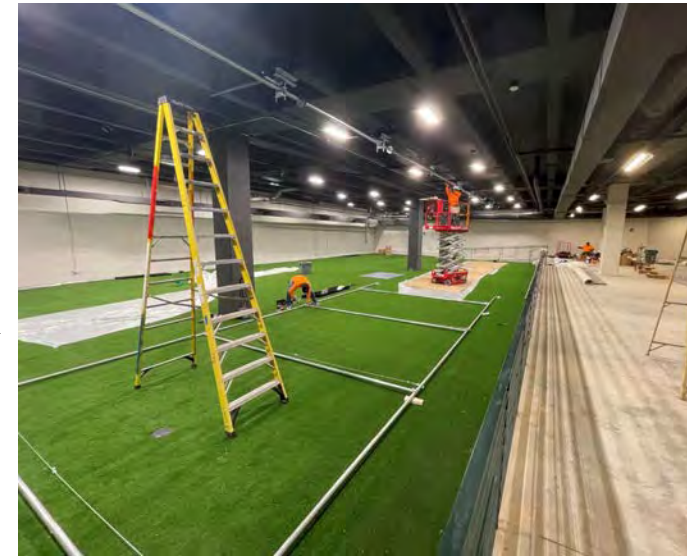
AutoZone Park

AutoZone Park (AZP) was missing 2 requirements for the current season under Player Development League (PDL) standards from Major League Baseball (MLB):

1. 2 batting/pitching tunnels: Must be covered, protected from wind/rain, performance netting, 70 ft long by 14 ft wide and 12 ft high.
 - AZP's tunnels were not tall enough, and it wasn't possible to raise the roof or dig down. Solution was to build 2 new tunnels in new location in right field (pictured).
2. Batter's eye: Must have a solid, dark-colored backdrop beyond the center field wall directly in batter's line of sight to ensure hitters can clearly track the baseball. Must have minimum dimensions of 36' high and 60' wide.
 - AZP did not have a batter's eye at all. Solution was to build one.

Critical Life-Safety problems:

3. Club level seating: Whole sections of seating were unsafe due to lack of safety netting that has now been installed.
4. HVAC: Building is still using original system (over 25 years old) running off antiquated controls system. Controls are being replaced allowing more consistent environmental conditions and helping to identify patch repairs needed in the system. (Full replacement & relocation of HVAC system will be key element in future renovation.)
5. Fire Suppression System: repair/replacement of malfunctioning system elements to prevent false alarms which could force stadium to be evacuated during games.





Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

This is an Resolution authorizing a capital outlay interfund loan (Storm Water Fund to Sewer Treatment and Collection Fund) in a not to exceed amount of twenty-eight million dollars (\$28,000,000).

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

Public Works

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

This is resolution will not chang any existing ordinance or resolution.

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

All Council Districts

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

NA

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

Yes; This is a budget amendment related to interfund lending.

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

Same night minutes are requested so State of Tennessee approval can be obtained prior to June 30, 2026.

P142

RESOLUTION AUTHORIZING A CAPITAL OUTLAY INTERFUND LOAN
(STORM WATER FUND → SEWER TREATMENT AND COLLECTION FUND)
IN A NOT TO EXCEED AMOUNT OF TWENTY-EIGHT MILLION DOLLARS
(\$28,000,000)

WHEREAS, the Council of the City of Memphis, Tennessee (the "City") has received a grant award from the Tennessee Department of Environment and Conservation ("TDEC") in the amount of approximately \$63,026,802 for improvements to the City's Sanitary Sewerage System (the "ARPA Grant"); and

WHEREAS, the City is required to expend such ARPA Grant funds by September 30, 2026, and to provide a local match of approximately \$10,621,766, and failure to meet such deadline could result in forfeiture of grant funds; and

WHEREAS, the ARPA Grant and certain State Revolving Fund ("SRF") funded projects require the City to incur and pay eligible expenditures prior to reimbursement, with reimbursement cycles estimated at approximately three (3) months for ARPA-funded expenditures and approximately two (2) months for SRF-funded expenditures; and

WHEREAS, the City anticipates average monthly sewer capital expenditures of approximately \$7,400,000 for ARPA-funded projects and approximately \$1,500,000 for SRF-funded projects, resulting in a projected peak capital need of approximately \$28,000,000; and

WHEREAS, due to the timing mismatch between expenditures and reimbursements, the Sewer Treatment and Collection Fund (the "Sewer Fund") requires interim financing for eligible capital expenditures pending reimbursement; and

WHEREAS, the Storm Water Fund currently maintains sufficient unrestricted cash reserves in excess of operating requirements and is able to provide temporary financing without impairing its operations or reducing the Storm Water Fund's unrestricted cash balance below an operating reserve target of approximately 250 days cash on hand, consistent with rating agency guidance; and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of public work projects, through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or the Comptroller's designee; and

WHEREAS, the Council finds that it is in the best interest of the City to authorize an interfund loan from the Storm Water Fund to the Sewer Fund to finance public works projects, including but not limited to sewer system rehabilitation, replacement, inflow and infiltration reduction, pump station improvements, and related capital improvements (the "Project");

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis, Tennessee, as follows:

Section 1. Authorization of Note

For the purpose of providing funds to finance the cost of the Project, the City is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or the Comptroller's designee, to issue an interest-bearing capital outlay note in a principal amount not to exceed Twenty-Eight Million Dollars (\$28,000,000) (the "Note"). The Note shall be designated "Sewer Treatment and Collection Fund Interfund Capital Outlay Note, Series 2026"; shall be dated as of the date of issuance; and shall evidence the interfund loan authorized herein from the Storm Water Fund to the Sewer Fund.

Section 2. Purpose

The proceeds of the Note shall be used to finance the Project.

Section 3. Term and Amortization

The Note shall mature no later than June 30, 2028, and, unless otherwise approved by the Comptroller of the Treasury or the Comptroller's designee, the Note shall be amortized through mandatory redemption in amounts reflecting level debt service on the Note or an equal amount of principal paid in each fiscal year. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Note shall not exceed the reasonably expected weighted average life of the Project, which is hereby estimated to be at least ten (10) years.

Section 4. Interest Rate

The Note shall bear interest at a rate not to exceed 4.00% per annum, as determined at issuance and not less than the Storm Water Fund's average yield on invested funds, as determined at issuance.

Section 5. Redemption

The Note shall be subject to redemption, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without penalty.

Section 6. Source of Repayment

The Note shall constitute a direct general obligation of the City, and the full faith and credit of the City is pledged to the punctual payment thereof. The Note shall also be payable from revenues of the Sewer Fund, and reimbursements received from TDEC (ARPA Grant) and SRF program proceeds.

Section 7. Execution

The Note shall be executed by the Mayor and attested by the Interim Comptroller, with the seal of the City affixed.

Section 8. Comptroller Approval

The Note shall not be issued until written approval is received from the State Comptroller of the Treasury or the Comptroller's designee.

Section 9. Annual Budget

After issuance of the Note, and for each year that the Note is outstanding, the City shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or the Comptroller's designee. The budget shall be kept balanced during the life of the Note and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or the Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or the Comptroller's designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or the Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or the Comptroller's designee.

Section 10. Repeal of Conflicting Actions

All resolutions in conflict are hereby repealed.

Section 11. Effective Date

This Resolution shall become effective immediately upon its passage.

FORM OF NOTE

**CITY OF MEMPHIS
2026 CAPITAL OUTLAY INTERFUND LOAN NOTE, SERIES A
(STORM WATER FUND → SEWER TREATMENT AND COLLECTION FUND)**

The City of Memphis, Tennessee (the “City”) hereby promises to pay to the Storm Water Fund of the City, from the Sewer Treatment and Collection Fund (the “Sewer Fund”), the principal sum of Twenty-Eight Million Dollars (\$28,000,000), together with interest at a rate of ___% per annum.

This Note shall mature on _____, 2028, unless earlier redeemed.

This Note is issued to evidence an interfund loan to finance sanitary sewer system capital improvements including ARPA-funded and SRF-funded projects, under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including without limitation the Local Government Public Obligations Act of 1986, as amended, and Parts I, IV and VI of Title 9, Chapter 21, including Section 9-21-408, Tennessee Code Annotated, and a resolution duly adopted by the Council of the City on _____, 2026.

This Note may be prepaid at any time without penalty.

This Note is a direct general obligation of the City. The City pledges revenue of the Sewer Fund, ARPA and SRF reimbursements, and its full faith and credit.

This Note shall not be transferred or assigned.

It is certified that all legal requirements have been met and this Note does not exceed any statutory or constitutional debt limits.

IN WITNESS WHEREOF, the City, by its Council, has caused this Note to be executed by the manual or facsimile signature of its Mayor; the seal of the City or a facsimile thereof to be impressed or reproduced hereon or affixed hereto, by facsimile or otherwise, attested by the manual or facsimile signature of its Comptroller; and this Note to be dated as of _____, 2026.

CITY OF MEMPHIS, TENNESSEE

[SEAL]

Mayor

ATTEST:

Interim Comptroller

Exhibit A

Amortization Schedule

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>
2027	\$ 14,000,000.00	\$ -	\$ -
2028	14,000,000.00		
Total	\$ 28,000,000.00	\$ -	\$ -



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

This is an Ordinance to amend the City of Memphis, Code of Ordinances, Chapter 33, Article III and corresponding Chapter 13-28, to increase the Sewer Fees.

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

Public Works

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

This is an amendment to an existing ordinance.

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

All Council Districts

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

NA

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

NA

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

NA

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE 5793

**AN ORDINANCE TO AMEND CITY OF MEMPHIS, CODE OF ORDINANCES,
CHAPTER 33, ARTICLE III AND CORRESPONDING CHAPTER 13-28,
TO INCREASE THE SEWER FEES**

WHEREAS, the sewer fee was increased from \$2.87 to \$3.32 per 1,000 gallons on January 1, 2020; and

WHEREAS, the cost of rehabilitating or replacing aging sewer infrastructure and the significant costs to be incurred by the City for the continued operation, maintenance, increased capacity, and capital improvements for the T.E. Maxson and M.C. Stiles wastewater treatment plants owned and operated by the City warrant an increase in sewer fees; and

WHEREAS, such increase is also necessitated by the City's compliance with the Consent Decree entered into among the City of Memphis, United States Environmental Protection Agency (EPA), and Department of Justice regarding the City's sewage collection and treatment system and State of Tennessee permit requirements; and

WHEREAS, the increase of fees is further needed to restore the Sewer Fund's Revenue Bond rating from a recent downgrade in March 2025 by the replenishment of cash reserves of the sewer system which is imperative to address sewer system emergencies; and

WHEREAS, the administration deems it in the best interest of the City to increase the existing sewer fees to ensure the sustainability of the Sewer Fund.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Chapter 33, Article III, Section 33-131(b)(1)) of the City of Memphis, Code of Ordinances is hereby amended to read as follows, with corresponding changes to be made to Chapter 13-28-1(b)(1):

(1) Volumetric charge. All customers will be charged a volumetric charge based on the equivalent strength of domestic sewage BOD5 of two hundred fifty (250) milligrams per liter, SS of three hundred (300) milligrams per liter, and COD of eight hundred (800) milligrams per liter. Since seven and forty-eight one hundredths (7.48) gallons equals one cubic foot, one thousand (1,000) gallons

equals 133.689 cubic feet (cf) or one thousand (1,000) gallons equals 1.33689 hundred cubic feet (ccf). The volumetric charge per one thousand (1,000) gallons shall be based on annual debt service, capital costs, treatment and operations and maintenance costs, and all other charges assigned to the sewer fund.

Beginning January 1, 2027, all customers shall be charged a volumetric charge in accordance with the following fee schedule until changed by amendment to this section. The volumetric charge shall be assessed against the name in which a meter has been installed.

From January 1, 2027 through June 30, 2028, the volumetric charge will be \$4.48 per one thousand (1,000) gallons of flow. A residential maximum volume fee of one hundred one dollars and twenty-five cents (\$101.25) and a minimum of eleven dollars and sixty-five cents (\$11.65) per month per individual dwelling unit is herewith established.

Beginning July 1, 2028, the volumetric charge will be \$5.60 per one thousand (1,000) gallons of flow. A residential maximum volume fee of one hundred twenty-six dollars and fifty-five cents (\$126.55) and a minimum of fourteen dollars and fifty-five cents (\$14.55) per month per individual dwelling unit is herewith established.

Notwithstanding the foregoing, in the case of multifamily dwellings, a portion of the volumetric charge may be recovered through a monthly flat rate per customer charge. The charge, as determined by the Director of Public Works, shall not exceed the amounts set forth in the fee schedule below. Amounts collected through any monthly flat rate charge shall be credited in accordance with section 33-156.

From January 1, 2027 through June 30, 2028	\$17.45 per month
Beginning July 1, 2028	\$21.80 per month

Commencing January 1, 2027, all citizens who qualify for the Solid Waste Fee Discount Program as delineated in Chapter 15, Section 12, City of Memphis, Code of Ordinances shall be charged a reduced fee for wastewater use in accordance with the following fee schedule, until changed by amendment to this section:

From January 1, 2027 through June 30, 2028	\$3.25 per 1,000 gallons
Beginning July 1, 2028	\$4.05 per 1,000 gallons

SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Chapter 33, Article III, Section 33-131(e) of the City of Memphis, Code of Ordinances is hereby deleted in its entirety with corresponding changes to be made to Chapter 13-28-1(e).

SECTION 3. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that beginning January 1, 2027, all users who discharge wastewater with a BOD strength greater than 250 milligrams per liter will be assessed an additional treatment charge of 8.560 cents per pound; and

SECTION 4. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that beginning January 1, 2027, all users who discharge wastewater with a TSS strength greater than 300 milligrams per liter will be assessed an additional treatment charge of 19.91 cents per pound; and

SECTION 5. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Chapter 33, Article III, Section 33-156(g) of the City of Memphis, Code of Ordinances is hereby amended to read as follows with corresponding changes to be made to Chapter 13-28-7:

(g) In accordance with the apartment credit program, the approving authority has the right to charge each tenant seventeen dollars and forty-five cents (\$17.45) per month effective as of January 1, 2027 thru June 30, 2028 and twenty one dollars and eighty cents (\$21.80) effective July 1, 2028 if so requested in writing by the apartment owner, until this section is otherwise amended. The total amount collected will then be credited against the amount billed from the master water meter reading each month.

SECTION 6. BE IT FURTHER ORDAINED, that the various sections of this Ordinance are severable, and that any portion declared unlawful shall not affect the remaining portions.

SECTION 7. BE IT FURTHER ORDAINED, that this Ordinance Amendment 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.

Jana Swarengen-Washington, Chairwoman
Memphis City Council

ATTEST:

Comptroller



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

Resolution

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

Downtown Memphis Commission

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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



Resolution approving Downtown Memphis Commission's FY27 Budget

WHEREAS, the Memphis City Council authorized the Downtown Memphis Commission to manage the Central Business Improvement District in 1997, and to determine annually the cost and expenses necessary to be funded by special assessment; and

WHEREAS, the Downtown Memphis Commission submitted their FY2027 Budget in the amount of \$7,002,181 for approval by the Memphis City Council; and

WHEREAS, full Council approval is also needed for the Downtown Memphis Commission budget; and

WHEREAS, the Council affirms that the assessment rate approved by Council in 1997, of \$0.65 per \$100 of assessed value, was used to determine the revenues listed below.

NOW, THEREFORE, BE IT RESOLVED that the FY2027 Budget for the Downtown Memphis Commission be and is hereby approved.

DOWNTOWN MEMPHIS COMMISSION BUDGET

	FY2027
Public Safety & Hospitality	\$2,667,510
Beautification and Clean & Green	\$1,312,666
Community Planning and Development	\$1,118,468
Marketing, Events & Activation	<u>\$1,903,537</u>
	<u>\$7,002,181</u>

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

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

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 04/28/2026

DATE

PUBLIC SESSION: 05/12/2026

DATE

ITEM (CHECK ONE)

ORDINANCE RESOLUTION REQUEST FOR PUBLIC HEARING

ITEM DESCRIPTION: Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a planned development at the subject property located at 4387 Raleigh Lagrange Road, known as case number PD 2025-008

CASE NUMBER: PD 2025-008

DEVELOPMENT: Rey's Tree Service Planned Development

LOCATION: 4387 Raleigh Lagrange Road

COUNCIL DISTRICTS: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Rey Vasquez, Rey Tree Service

REPRESENTATIVE: David Upton

REQUEST: Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage

AREA: +/-1.793 acres

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**
Hearing – May 12, 2026

PRIOR ACTION ON ITEM:

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
<u>12/11/2025</u>	DATE
(1) <u>Land Use Control Board</u>	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE



FUNDING:

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

SOURCE AND AMOUNT OF FUNDS

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:

	<u>DATE</u>	<u>POSITION</u>
	<u>4/20/26</u>	PLANNER
	<u>4/20/26</u>	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY

CHIEF ADMINISTRATIVE OFFICER

COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

PD 2025-008

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4387 RALEIGH LAGRANGE, KNOWN AS CASE NUMBER PD 2025-008

- This item is a resolution with conditions to allow a lawn, tree, and/or garden service with limited outdoor storage; and
- This resolution, if approved with conditions, will supersede the existing zoning for this property; and
- The item may require future public improvement contracts.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on **Thursday, December 11, 2025**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	PD 2025-008
DEVELOPMENT:	Rey's Tree Service Planned Development
LOCATION:	4387 Raleigh Lagrange Road
COUNCIL DISTRICT(S):	District 1 and Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Rey Vasquez, Rey Tree Service
REPRESENTATIVE:	David Upton
REQUEST:	Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage
EXISTING ZONING:	Residential Urban – 3 (RU-3)
AREA:	+/-1.793 acres

The following spoke in support: David Upton, Rey Vasquez

The following spoke in opposition: None

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

The motion passed by a vote of 7-1-0-0 on the regular agenda.

Respectfully,



Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

**PD 2025-008
CONDITIONS**

Outline/General Plan Conditions

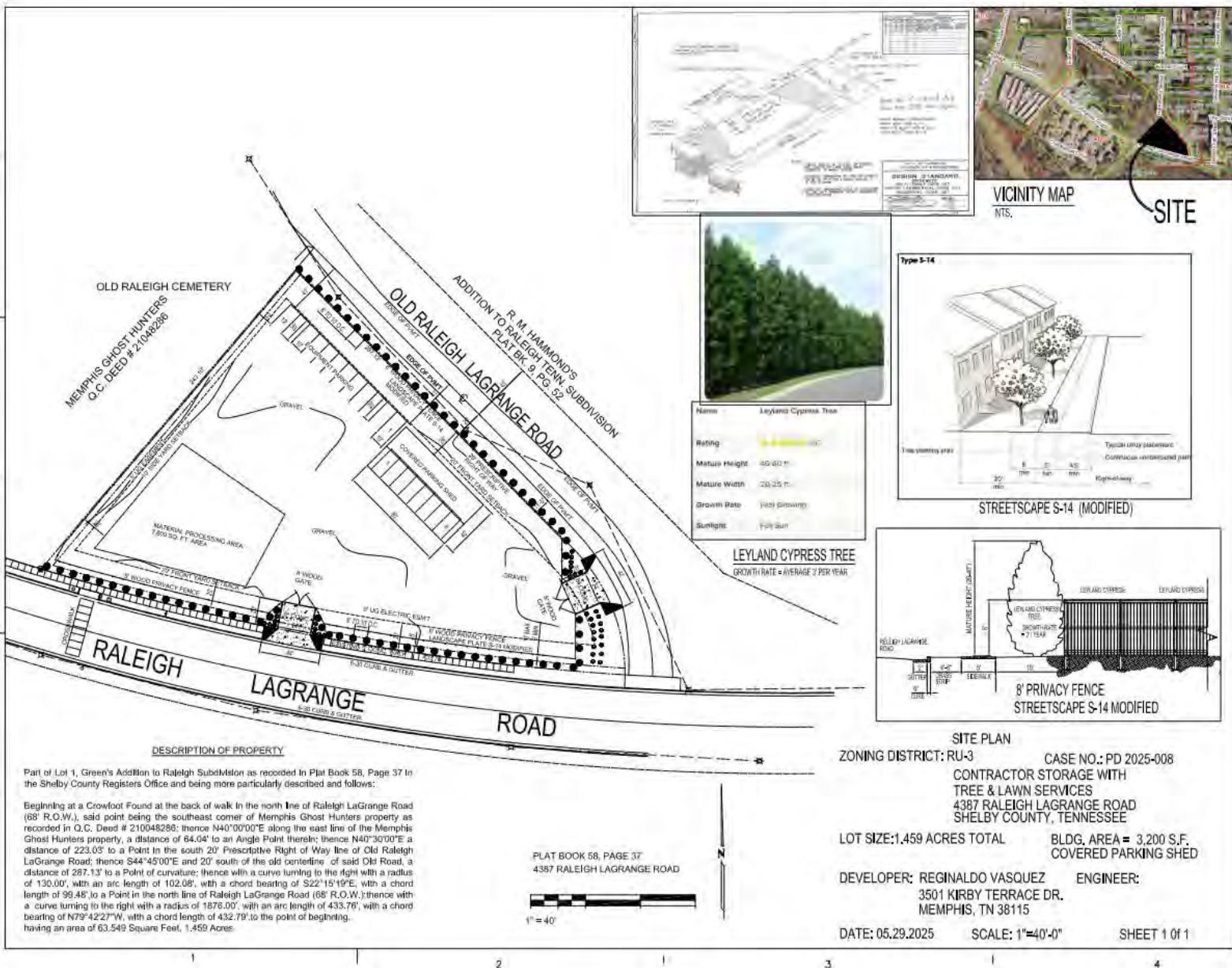
- I. Uses Permitted
 - A. Lawn, tree, and/or garden service with limited outdoor storage including:
 - 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
 - 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.
- II. Bulk Requirements
 - A. The bulk regulations of the cmu-1 district shall apply.
- III. Access, Parking, and Circulation
 - A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.
 - B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline.
 - C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.
- IV. Landscaping
 - A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
 - B. Existing trees on the interior of the fence shall be preserved
 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
 - D. Lighting shall be directed to not glare onto adjacent property.
 - E. Refuse containers shall be completely screened from view from adjacent properties.
- V. Signage
 - A. Detached and attached signs shall be governed by the cmu-1 district regulations.
 - B. Off-Premise signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control!

board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

CONCEPT PLAN



RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4387 RALEIGH LAGRANGE, KNOWN AS CASE NUMBER PD 2025-008

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

WHEREAS, the Rey Vasquez, Rey Tree Service filed an application with the Memphis and Shelby County Division of Planning and Development to allow lawn, tree, and/or garden service with limited outdoor storage; and

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

WHEREAS, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on December 11, 2025, and said Board has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Council of the City of Memphis; and

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a planned development is hereby granted in accordance with the attached outline plan conditions.

BE IT FURTHER RESOLVED, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

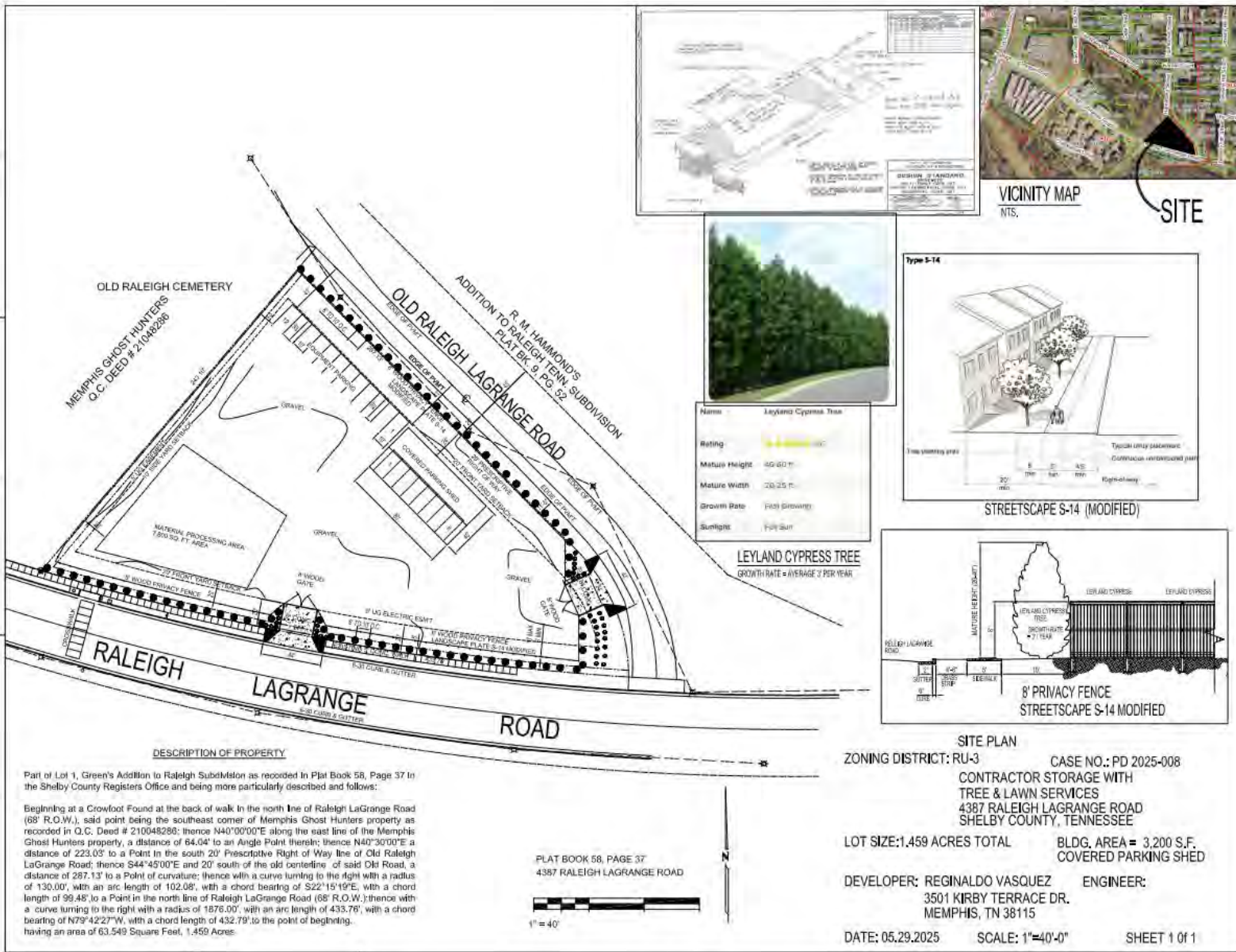
OUTLINE PLAN CONDITIONS

- I. Uses Permitted
 - A. Lawn, tree, and/or garden service with limited outdoor storage including:
 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.
- II. Bulk Requirements
 - A. The bulk regulations of the cmu-1 district shall apply.
- III. Access, Parking, and Circulation
 - A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.
 - B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline.
 - C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.
- IV. Landscaping
 - A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) and Leyland Cypress trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
 - B. Existing trees on the interior of the fence shall be preserved
 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
 - D. Lighting shall be directed to not glare onto adjacent property.
 - E. Refuse containers shall be completely screened from view from adjacent properties.
- V. Signage
 - A. Detached and attached signs shall be governed by the cmu-1 district regulations.
 - B. Off-Premise signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

CONCEPT PLAN



DESCRIPTION OF PROPERTY

Part of Lot 1, Green's Addition to Raleigh Subdivision as recorded in Plat Book 58, Page 37 in the Shelby County Registers Office and being more particularly described and follows:

Beginning at a Crowfoot Found at the back of walk in the north line of Raleigh LaGrange Road (88' R.O.W.), said point being the southeast corner of Memphis Ghost Hunters property as recorded in O.C. Deed # 210048286; thence N40°00'00"E along the east line of the Memphis Ghost Hunters property, a distance of 64.04' to an Angle Point therein; thence N40°30'00"E a distance of 223.03' to a Point in the south 20' Prescriptive Right of Way line of Old Raleigh LaGrange Road; thence S44°45'00"E and 20' south of the old centerline of said Old Road, a distance of 287.13' to a Point of curvature; thence with a curve turning to the right with a radius of 130.00', with an arc length of 102.06', with a chord bearing of S22°15'19"E, with a chord length of 99.48', to a Point in the north line of Raleigh LaGrange Road (88' R.O.W.); thence with a curve turning to the right with a radius of 1876.00', with an arc length of 433.76', with a chord bearing of N79°42'27"W, with a chord length of 432.79', to the point of beginning, having an area of 63,549 Square Feet, 1.459 Acres.

PLAT BOOK 58, PAGE 37
4387 RALEIGH LAGRANGE ROAD

1" = 40'



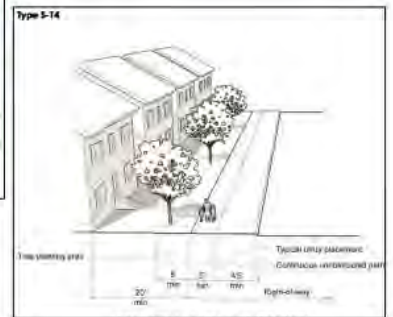
VICINITY MAP
NTS.

SITE

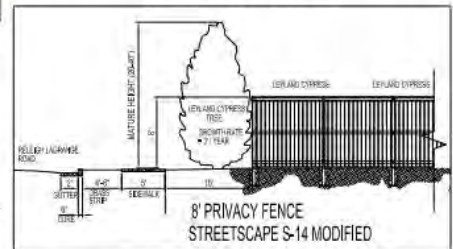


Name	Leyland Cypress Tree
Rating	5
Mature Height	40-60 ft.
Mature Width	20-25 ft.
Growth Rate	Fast growing
Sunlight	Full Sun

LEYLAND CYPRESS TREE
GROWTH RATE = AVERAGE 2 PER YEAR



STREETSCAPE S-14 (MODIFIED)



8' PRIVACY FENCE
STREETSCAPE S-14 MODIFIED

SITE PLAN

ZONING DISTRICT: RU-3 CASE NO.: PD 2025-008
 CONTRACTOR STORAGE WITH
 TREE & LAWN SERVICES
 4387 RALEIGH LAGRANGE ROAD
 SHELBY COUNTY, TENNESSEE
 LOT SIZE: 1.459 ACRES TOTAL BLDG. AREA = 3,200 S.F.
 COVERED PARKING SHED
 DEVELOPER: REGINALDO VASQUEZ ENGINEER:
 3501 KIRBY TERRACE DR.
 MEMPHIS, TN 38115
 DATE: 05.29.2025 SCALE: 1"=40'-0" SHEET 1 OF 1

ATTEST:

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

AGENDA ITEM: 3 **L.U.C.B. MEETING:** December 11, 2025

CASE NUMBER: PD 2025-008

DEVELOPMENT: Rye's Tree Service Planned Development

LOCATION: 4387 Raleigh Lagrange Road

COUNCIL DISTRICT: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Rey Vasquez, Rey Tree Service

REPRESENTATIVE: David Upton

REQUEST: Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage

EXISTING ZONING: Residential Urban – 3 (RU-3)

CONCLUSIONS

1. The applicant is proposing to establish a planned development to permit lawn, tree, and/or garden service with limited outdoor storage.
2. There is a code enforcement violation (ENF 2025-00060) issued on January 07, 2025, due to failure to obtain a fence permit. The applicant has been operating illegally at the subject property.
3. Prior to the applicant occupying the subject property, it was vacant and heavily wooded.
4. There was one (1) letter of opposition submitted before the deadline for public comments and there was one (1) letter of support submitted after the completion of this staff report.
5. Staff is not in support of this request given that it would encourage the expansion of industrial uses into non-industrial zoned properties within this area. The Wolf River Greenway trailhead runs into the southwest corner of the subject property. Despite there being an industrial zoned property in the immediate vicinity, that property is owned by the City of Memphis and designated as John F. Kennedy Park.
6. The project will have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

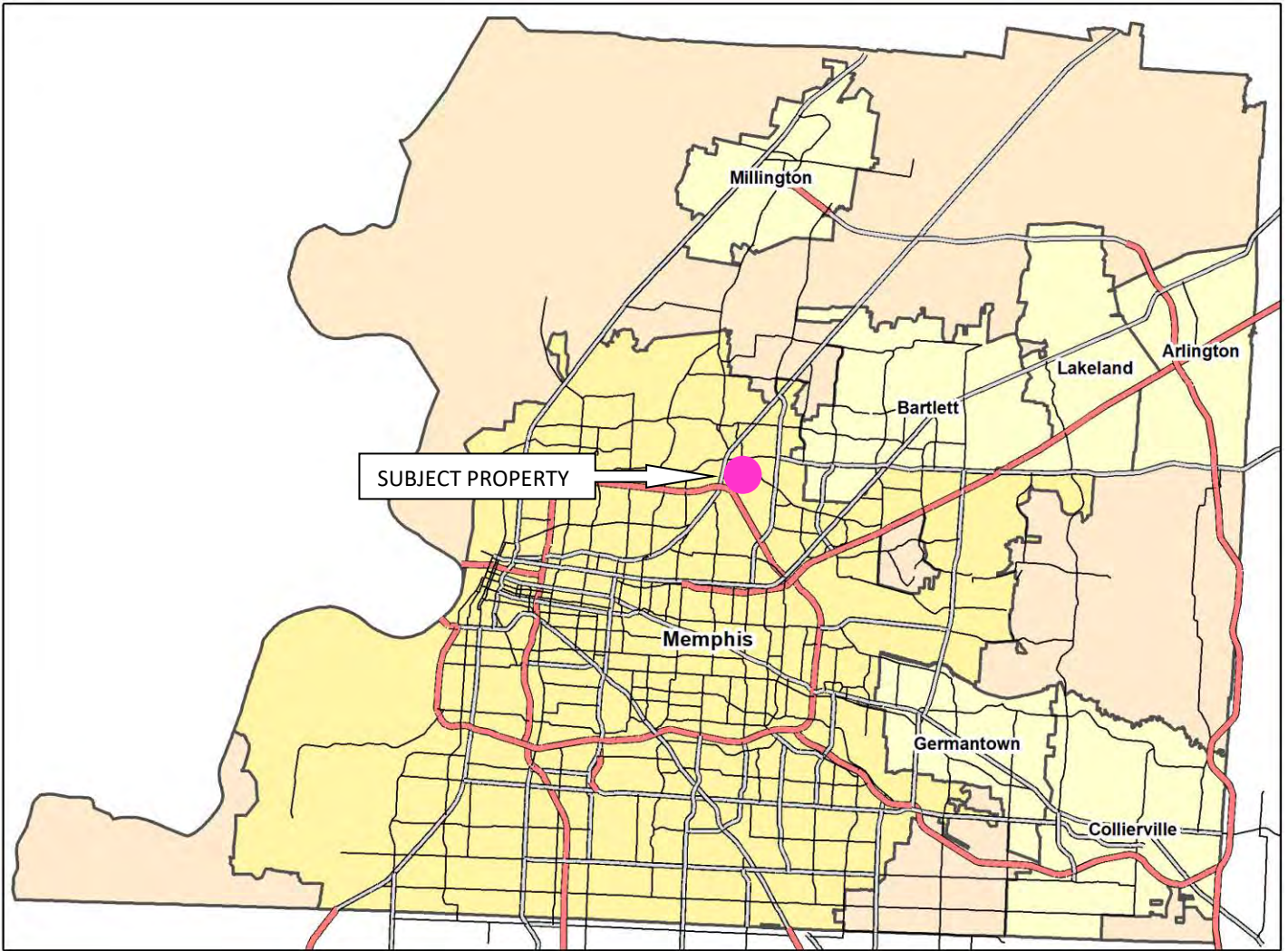
CONSISTENCY WITH MEMPHIS 3.0

This proposal is inconsistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on page 25 - 28 of this report.

RECOMMENDATION:

Rejection

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 43 notices were mailed on August 22, 2025, see page 28 of this report for a copy of said notice. Additionally, two signs were posted at the subject property, see page 29 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

The meeting was held at 10:00 AM on Saturday, August 30, 2025, at the Raleigh Community Center, 3678 Powers Road.

AERIAL



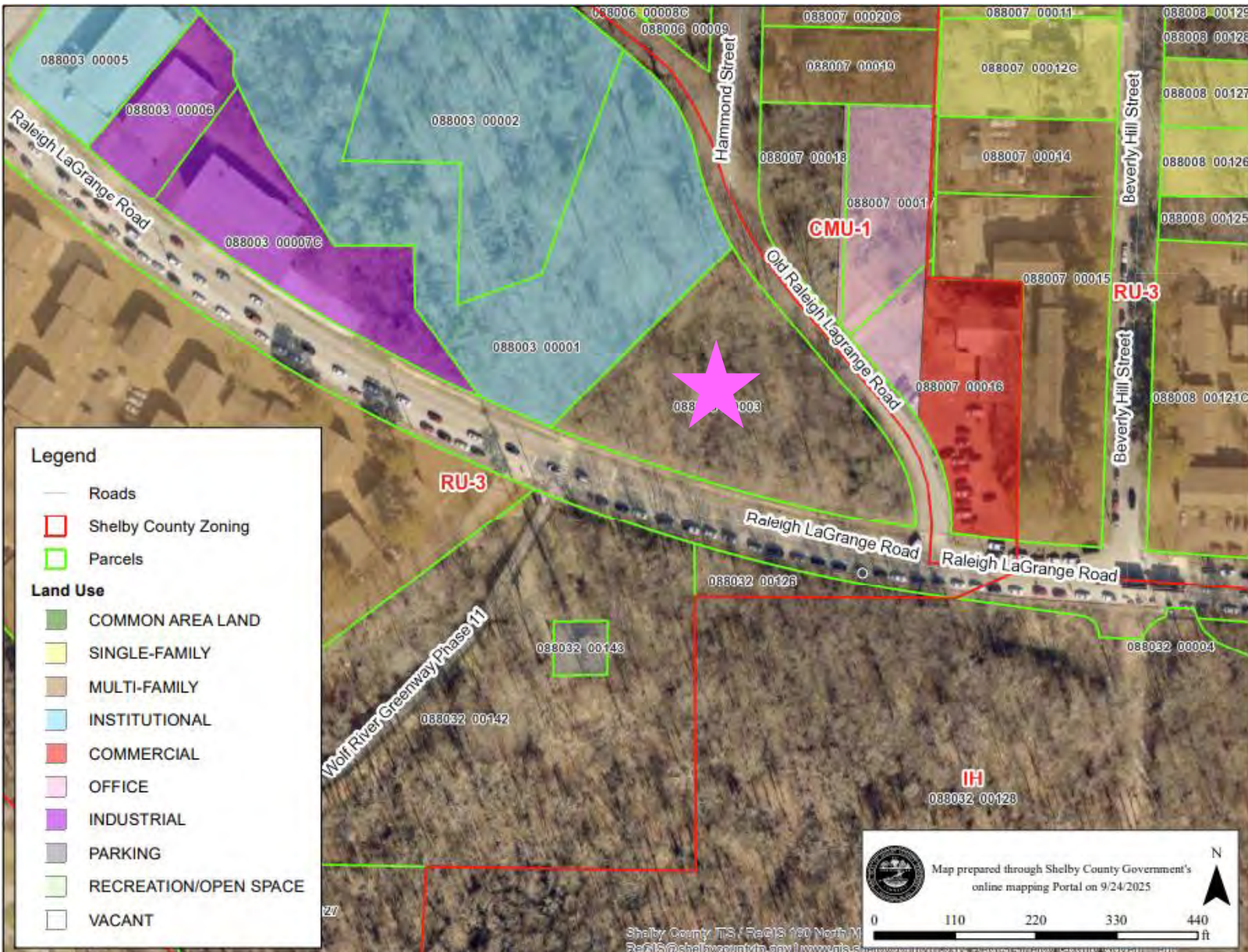
Subject property outlined in yellow,

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS



View of subject property from Raleigh LaGrange Road looking Northeast, Dec. 2024



View of subject property from Raleigh LaGrange Road looking Northwest, Dec. 2024



View of subject property from Raleigh LaGrange Road, Dec. 2024



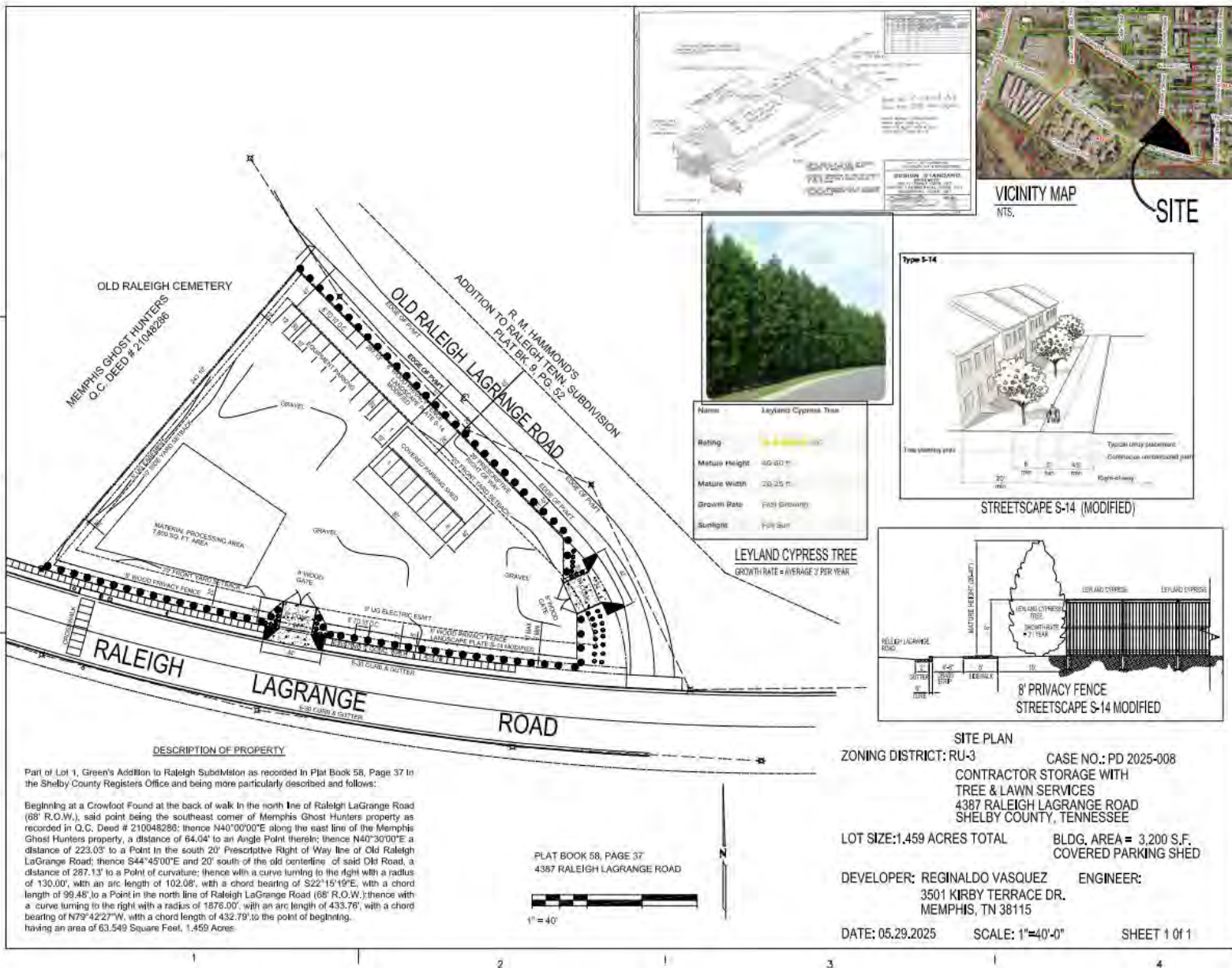
Aerial view of subject property, Dec. 2024

CODE ENFORCEMENT STAFF PHOTOS

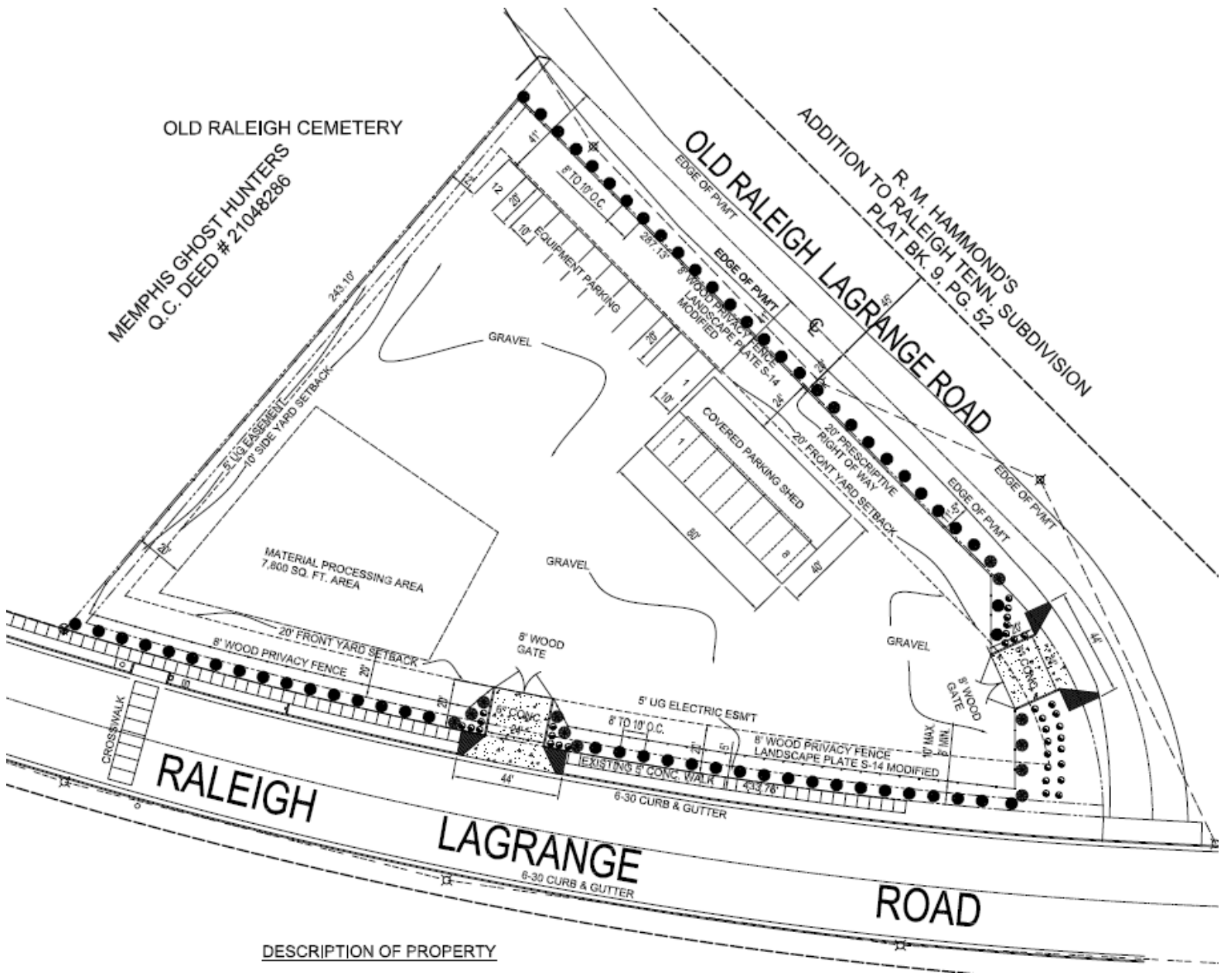




OUTLINE PLAN



CONCEPT PLAN – MAGNIFIED



DESCRIPTION OF PROPERTY

LANDSCAPE PLAN

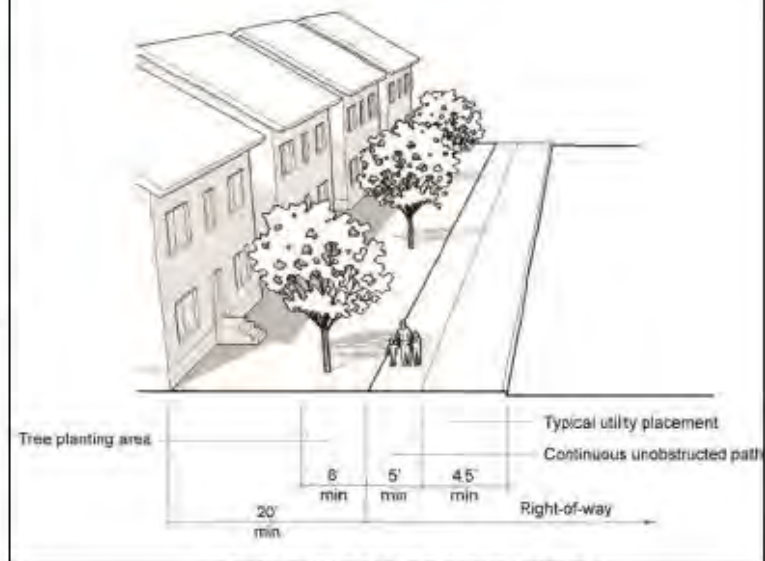


Name	Leyland Cypress Tree
Rating	★★★★★ 832
Mature Height	40-60 ft.
Mature Width	20-25 ft.
Growth Rate	Fast Growing
Sunlight	Full Sun

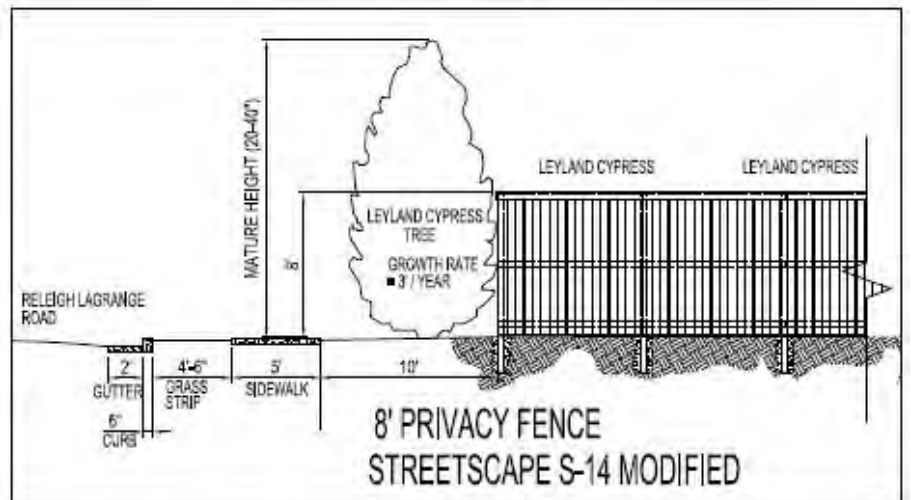
LEYLAND CYPRESS TREE

GROWTH RATE = AVERAGE 3' PER YEAR

Type S-14



STREETSCAPE S-14 (MODIFIED)



STAFF PHOTOS







CASE REVIEW

Request

The request is a planned development to allow lawn, tree, and/or garden service with limited outdoor storage.

Applicability

Staff disagrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

4.10.2 Applicability

The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:

- A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.*
- B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.*
- C. Functional and beneficial uses of open space areas.*
- D. Preservation of natural features of a development site.*
- E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.*
- F. Rational and economic development in relation to public services.*
- G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.*
- H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environment and living units.*
- I. Revitalization of established commercial centers of integrated design to order to encourage the rehabilitation of such centers in order to meet current market preferences.*
- J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.*
- K. Consistency with the Memphis 3.0 General Plan.*

General Provisions

Staff disagrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

4.10.3 General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Zoning Administrator which shall be forwarded pursuant to provisions contained in this Chapter.

- A. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the*

current development policies and plans of the City and County.

- B. An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*
- C. The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.*
- D. Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.*
- E. Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.*
- F. Lots of record are created with the recording of a planned development final plan.*

Commercial or Industrial Criteria

Staff disagrees the additional planned commercial or industrial development criteria as set out in Section 4.10.5 of the Unified Development Code are or will be met.

4.10.5 Planned Commercial or Industrial Developments

Approval of a planned commercial or industrial development may be issued by the governing bodies for buildings or premises to be used for the retail sale of merchandise and services, parking areas, office buildings, hotels and motels and similar facilities ordinarily accepted as commercial center uses and those industrial uses which can be reasonably be expected to function in a compatible manner with the other permitted uses in the area. In addition to the applicable standards and criteria set forth in Section 4.10.3, planned commercial or industrial developments shall comply with the following standards:

- A. Screening*

When commercial or industrial structures or uses in a planned commercial or industrial development about a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.
- B. Display of Merchandise*

All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.
- C. Accessibility*

The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.
- D. Landscaping*

Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.

Site Details

Address:

4387 Raleigh LaGrange Road

Parcel ID:

088003 00003

Area:

+/-1.793 acres

Description:

The subject property is known as Lot 1 of Green's Addition to Raleigh Subdivision recorded on plat book 310, page 39. Per the Assessor's website, the subject property has a residential appraisal classification and a vacant land use category and is surrounded by a mix of multi-family, single-family, institutional, office and commercial land use designations.

Concept Plan Review

- The subject property is located between Old Raleigh LaGrange Road and Raleigh LaGrange Road (minor collector functional classification).
- The lots parking surface is gravel.
- There is an existing 44-foot-wide curb cut located on Old Raleigh LaGrange Road and a proposed 44-foot-wide curb cut along Raleigh LaGrange Road.
 - o There are two (2) 8-foot wooden gates that open inward to the subject property at each proposed curb cuts.
- There is a proposed material processing area of +/- 7,800 square feet located at the southwest portion of the lot.
 - o There is a 10-foot side yard setback, and the material processing area is setback 20 feet.
- There is an 80-foot by 40-foot (+/- 3,000 square feet) eight (8) stall covered parking shed being proposed at the northeast portion of the lot.
 - o There is a total of twelve (12) 20' by 12' parking spaces.
- The applicant is proposing to install an 8-foot wooden privacy fence along Raleigh LaGrange Road and Old Raleigh LaGrange Road.
 - o Barbwire is prohibited.
- There will be an S-14 modified streetscape installed along Raleigh LaGrange Road and Old Raleigh LaGrange Road with the planting of Leyland Cypress trees.
- All traffic traveling to and from the subject property shall take access from Raleigh LaGrange Road.

Analysis

The applicant is proposing to establish Rey's Tree Service Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage to include vehicle and equipment parking and overnight storage of wood and trees to be transferred the following business day. The applicant began operating at this location sometime between February 2022 – December 2024 based on Google Streetview data. The property is located within the Residential Urban – 3 zoning district and with a vacant land use designation. This property abuts Commercial Mixed Use – 1 zoning northeast, Phase 11 of the Wolf River Greenway trailhead runs into the southwest corner of the lot and there is heavy industrial zoned property located southeast that is located in the floodplain.

Although, the applicant is proposing to establish proper landscaping and fencing. Due to the topography of the subject property, commuters and neighborhood members will be able to see interior beyond the fencing and landscaping possibly until Leyland Cypress tree plantings reach mature height.

Despite the non-residential zoning districts surrounding the property, there are also multi-family and single-family developments in proximity. The only industrial zoned property in the immediate vicinity of the subject property is owned by the City of Memphis and designated as John F. Kennedy Park. Comprehensive Planning finding this proposal incompatible with the Anchor Neighborhood-Primarily Single-Unit (AN-S) future land use is also supported by staff given the location of the Greenway and its accessibility. Also, staff was unable to locate any permits/certificates related to any improvements or occupancy at the subject property.

The project will have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

RECOMMENDATION

Staff recommends rejection; however, if approved, staff recommends the following revisions to the outline plan conditions:

Outline Plan Conditions – Revisions

Proposed language is indicated in **bold, underline**; deletions are indicated in ~~**bold strikethrough**~~

I. Uses Permitted

~~A. ANY USE PERMITTED BY RIGHT OR ADMINISTRATIVE SITE PLAN REVIEW IN THE CMU-1 DISTRICT, AND OUTDOOR STORAGE, WITH THE FOLLOWING ADDITIONAL USES.~~

~~i. Vehicle and equipment parking covered and uncovered, incidental to a tree cutting and wood removal business.~~

~~ii. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.~~

~~B. Additional Non permitted uses~~

~~i. There will be no chipping or mulching of wood on the property~~

~~ii. The following eligible uses under CMU-1 will not be permitted:~~

~~1. Smoke shop~~

~~2. Vehicle parts and repair~~

~~3. Microbrewery~~

A. Lawn, tree, and/or garden service with limited outdoor storage including:

1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.

2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.

II. Bulk Requirements

A. The bulk regulations of the cmu-1 district shall apply.

III. Access, Parking, and Circulation

A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.

B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline. ~~Improvements not required.~~

C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.

IV. Landscaping

- A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) ~~with barbed wire on the top~~ and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
- B. Existing trees on the interior of the fence shall be preserved
- C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
- D. Lighting shall be directed to not glare onto adjacent property.
- E. Refuse containers shall be completely screened from view from adjacent properties.

V. Signage

- A. Detached and attached signs shall be governed by the cmu-1 district regulations.
- B. ~~Advertising~~ **Off-Premise** signs (billboards) are prohibited.

VI. Drainage

- A. All drainage plans shall be submitted to the city engineer for review.

VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.

VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control! board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- ~~B. A standard subdivision contract as defined by the subdivision regulations.~~
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

DEPARTMENTAL COMMENTS

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

City Engineer:

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

Sewers:

2. City sanitary sewer capacity is available to serve this development.

Roads:

3. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.

4. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

Traffic Control Provisions:

5. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5 foot wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5 foot clear pedestrian path, an exception may be considered.

6. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.

7. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

Curb Cuts/Access:

8. The City Engineer shall approve the design, number, and location of curb cuts.

9. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.

10. Will require engineering ASPR.

11. The queue space depth shall be 40' measured from the back of sidewalk to the gate or control device.

Drainage:

12. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

13. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.

14. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.

15. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building

site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

16. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

General Notes:

17. Development is greater than 1 acre and requires detention.

18. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.

19. All connections to the sewer shall be at manholes only.

20. Required landscaping shall not be placed on sewer or drainage easements.

City/County Fire Division:	No comments received.
City Real Estate:	No comments received.
County Health Department:	No comments received.
Shelby County Schools:	No comments received.
Construction Code Enforcement:	No comments received.
Memphis Light, Gas and Water:	No comments received.
Office of Sustainability and Resilience:	No comments received.
Office of Comprehensive Planning:	See pages 25 – 28.

Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: PD 2025-008: Raleigh

Site Address/Location: 4387 Old Raleigh Lagrange Rd.

Overlay District/Historic District/Flood Zone: It's not in Overlay District, Historic District or Flood Zone.

Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)

Street Type: Avenue

The applicant is seeking approval to commercial planned development to allow equipment and vehicle storage as part of contractor's storage.

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

1. Future Land Use Planning Map



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

2. Land Use Description/Intent

Anchor Neighborhood-Primarily Single-Unit (AN-S) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of single-unit and duplex housing. Graphic portrayal of AN-S is to the right.



“AN-S” Form & Location Characteristics

NURTURE

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor. Height: 1-2 stories. Scale: house-scale.

SUSTAIN

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale.

ACCELERATE

Primarily detached, single-family residences. Attached single-family, duplexes, triplexes and quadplexes permitted on parcels within 100 feet of an anchor; at intersections where the presence of such housing type currently exists at the intersection and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale

“AN-S” Zoning Notes

Generally compatible with the following zone districts: R-15, R-10, R-8, R-6, R-3, RU-1, MDR in accordance with Form and characteristics listed above.

Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, RU-3

Adjacent Land Use and Zoning: Vacant, Institutional, Industrial, Office, Commercial, and Multi-Family; RU-3, CMU-1, IH

Overall Compatibility: *The requested use is not compatible with the land use description and intent, form and location characteristics, zoning notes, or the existing and adjacent land uses and zoning. The proposed commercial planned development for equipment and vehicle storage is located very close to multi-family residential buildings and is situated across from the greenway, making it inconsistent with the surrounding context.*

3. Degree of Change Map



Red polygon denotes the proposed site in Degree of Change area. The Degree of Change is Nurture.

4. Degree of Change Description

Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities

N/A

6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

N/A

Consistency Analysis Summary

The applicant is seeking approval to commercial planned development to allow equipment and vehicle storage as part of contractor's storage.

The requested use is not compatible with the land use description and intent, form and location characteristics, zoning notes, or the existing and adjacent land uses and zoning. The proposed commercial planned development for equipment and vehicle storage is located very close to multi-family residential buildings and is situated across from the greenway, making it inconsistent with the surrounding context.

Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

Based on the information provided, the proposal is NOT CONSISTENT with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Negin Hamidi, Comprehensive Planning.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Thursday, September 4, 2025 at 8 AM.**

CASE NUMBER: PD 2025-008
ADDRESS: 4387 Old Raleigh Lagrange
REQUEST: Planned Development: commercial planned development to allow equipment and vehicle storage as part of contractor's storage
APPLICANT: David Upton

Meeting Details

Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, Sept. 11, 2025

Staff Planner Contact:

Alexis Longstreet
✉ alexis.longstreet@memphistn.gov
☎ (901) 636-7120



VICINITY MAP



To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



43 Notices Mailed 08/22/2025

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, David UPTON, being duly sworn, depose and say that at 9.30 @m/pm
on the 28th day of Sept 28, 2025 I posted 2 Public Notice Sign(s)
pertaining to Case No. PD 2025-008 at 4387 Old Raleigh,
providing notice of a Public Hearing before the (check one): La Grange

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

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

David UPTON
Owner, Applicant or Representative

David W. UPTON
OCT 1/2025
Date

Subscribed and sworn to before me this 1st day of OCTOBER, 2025.

Mark T. Weber
Notary Public

My Commission Expires Nov. 09, 2025
My commission expires: _____



APPLICATION



**Memphis and Shelby County Division of
Planning and Development**

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

website: www.develop901.com

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: May 30, 2025

Record Number: PD 2025-008

Expiration Date:

Record Name: REYS TREE SERVICE

Description of Work: The property is seeking approval of a planned development for Vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks , employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences . It is abutted by Commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped Heavy industrial site to the South . We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances.

Parent Record Number:

Address:

4387 OLD RALEIGH LAGRANGE RD, MEMPHIS 38128

Owner Information

Primary Owner Name

Y VASQUEZ REINALDO & ESPERANZA S LOPEZ

Owner Address

3501 KIRBY TERRACE DR, MEMPHIS, TN 38115

Owner Phone

Parcel Information

088003 00003

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Alexis Longstreet/ Chip Saliba

Date of Meeting

04/28/2025

Pre-application Meeting Type

Phone

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	NA
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres? (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)	NA
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	owner was cited on May 25 for improper storage of vehicles and no fence permit
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	THE TRUCKS ARE USED TRIMMING TREES AROUND SHELBY COUNTY AND NOT OPERATED ON THE PROPERTY . THE SITE IS BUFFERED BY A WOODED CEMETARY COMMERCIAL BUSINESSES AND A LARGE WOODED UNDEVELOPED INDUSTRIAL PROPERTY ON THE SOUTH INDUSTRIAL SITE ON
UDC Sub-Section 9.6.9B	THE USE OF THE PTOPEERTY WILL NOT ADVERSLY AFFECT ADJACENT PROPERTIES
UDC Sub-Section 9.6.9C	YES ITS IN THE CITY LIMITS AND HAS ACCESS TO ALL NEEDED SERVICES
UDC Sub-Section 9.6.9D	THERE WILL BE NO LOSS OF ANY STRUCTURES OR NATURAL ELEMENTS
UDC Sub-Section 9.6.9E	YES
UDC Sub-Section 9.6.9F	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
GENERAL PROVISIONS	
UDC Sub-Section 4.10.3A	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development	YES
C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation	YES

GENERAL PROVISIONS

D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest

THE EXTERIOR FENCING WILL BE ATTRACTIVE AND LANDSCAPING WILL ADORN THE PROPERTY FRONTAGE

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements

NA

F) Lots of record are created with the recording of a planned development final plan

ITS ALREADY A LOT OF RECORD

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

AREA INFORMATION

Name:	raleigh
Size (Acres):	2
Existing Use of Property:	residential
Requested Use of Property:	pub

Contact Information

Name
 DAVID W UPTON

Contact Type
 APPLICANT

Address
 2106 LEE PLACE.

Phone
 (901)315-9707

Name
 RAY VASQUEZ

Contact Type
 PROPERTY OWNER OF
 RECORD

Address

Phone
 (901)590-7322

Name
 DAVID W UPTON

Contact Type
 REPRESENTATIVE

Address
 2106 LEE PLACE.

Phone
 (901)315-9707

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1652805	Credit Card Use Fee (.026 x fee)	1	39.00	INVOICED	0.00	05/30/2025
1652805	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	05/30/2025

Total Fee Invoiced: \$1,539.00

Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$1,539.00	Credit Card

OWNER AFFIDAVIT



Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

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

I, REINALDO VASQUEZ Reinaldo Vasquez, state that I have read the definition of
(Print Name) (Sign Name)

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

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 4387 OLD RALEIGH-LAGRANGE RD MEMPHIS TN 38128
and further identified by Assessor's Parcel Number 088003-00003
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 17th day of FEBRUARY in the year of 2025

Signature of Notary Public

My Commission Expires

LETTER OF INTENT

Reys Tree Service Outline plan & Letter of Intent

4387 Old Raleigh LaGrange Rd

The property owner Ray Vasquez, is seeking approval of a planned development for vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks, employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences. It is abutted by commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped heavy industrial site to the South. We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances. One alternate entrance will be on Old Raleigh Lagrange which has much less traffic and plenty of clearance at the corner . The business is quiet with employees primarily providing tree and landscaping services around the county . Employee parking will be on site as well . We are proposing a future covered parking area on the site plan .

LETTERS RECEIVED

One letter of opposition was received at the time of completion of this report and has subsequently been attached.

c/o Memphis Land Control Board
Re: PD 2025-008 Raleigh Planned Development
August 4, 2025

Dear Ms. Longstreet,

Lakewood Hills is a well established 153 home subdivision in Raleigh with Covenants being registered in 1949. We are predominately senior homeowners committed to the wellbeing of our community.

Myself and several members of our Homeowners Association accompanied the President to visit the site of the referenced Development and currently in strong Opposition of approval. Reasons as follows:

1. The site is adjacent to the Old Raleigh Cemetery which is a historical landmark in the community. Currently the existing property is enclosed with a hideous fence that absolutely should not be in compliance. A scary eye sore to say the least!
2. Although not immediately adjacent to any homes, it is approximately a block or so away from a main thoroughfare on one side (Stage RD) and 2-3 blocks from another on opposite side (Austin Peay) We do not want what could appear to be a dump site in our neighborhood.
3. Developer mentions a double entrance, location is confusing and in need of further clarification
4. Developer also mentions storage of heavy equipment. This is extremely concerning given the propensity for damage to streets and grounds. Heavy equipment on non concreted areas give rise to destruction of ground. There is also concern for street deterioration from excessive trafficking. There is currently a city wide concern for attention to damaged streets.
5. Developer states excess trees would be stored on property until sold. This leads to decayed tree debri becoming a breeding site for snakes and other rodents.
6. Allowing this development to proceed could attract other unfavorable developments in the area.
7. As stated in #4 above, a non concreted area for employee parking generates the same concern.
8. We are of the opinion this is not a development that would be accepted in Central Gardens, East Memphis, Germantown, Collierville or any area seeking to preserve their neighborhood. . Our community is due the same respect and consideration.
9. I would respectfully ask any council member willing to approve this development to personally visit the site and ask if they would want it in their neighborhood.
10. At the very least before any consideration is given, this Developer should come before the community to address these concerns.

Respectfully,
Norma Lester on behalf of President Gary McNeal and residents of
Lakewood Hills Homeowners Association

cc: Neighborhood Association

Re: PD 2025-008 Raleigh Planned Development

From NORMA LESTER <lester4139@bellsouth.net>

Date Tue 9/2/2025 1:02 PM

To Longstreet, Alexis <Alexis.Longstreet@memphistn.gov>

Cc Gary McNeal <beech222@gmail.com>; Jim Garts <gartsjim@gmail.com>; Susan and Jim <churchlady38134@aol.com>; Kathy Buckman Gibson <kbgibson@kbgtech.com>; Cheryl Floyd <cherylfloyd98@gmail.com>; Deborah Hackett <bookkeeper411@yahoo.com>; k-and-p@att.net <k-and-p@att.net>; Keith N. Shelly Houston <keithahouston@gmail.com>; Garrett Rylander <newdeltasoul@gmail.com>; Logan, Rhonda <Rhonda.Logan@memphistn.gov>; Commissioner Charlie Caswell <charlie.caswell@shelbycountyttn.gov>; Blackmarketstrategies Info <info@blackmarketstrategies.com>; NORMA LESTER <lester4139@bellsouth.net>

CAUTION: This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Longstreet

Members of Lakewood Hills Property Owners Association in collaboration with several other members of the Raleigh Community met with the developer on Saturday morning August 30th at the Raleigh Community Center.

While the group overall was sympathetic to the concerns of the developer and understands the value of the service his business offers, our community vision for the area is to establish a Historical District which will include honoring the memories and gravesites of our Raleigh and Shelby County forefathers who are buried in the immediately adjacent Raleigh Cemetery. This historic cemetery is among the oldest non-operating cemeteries in the county, with many well established Shelby County families and former leaders of the county and community interred there. Moreover there are indeed a number of private homes on [2] adjacent streets as well as an apartment complex and the beginning of a Wolf River Trail directly across the street from this location. We would like, and discussed with the Developer, the possibility of establishing his business in a more appropriate commercially zoned area within the Raleigh community. We discussed areas more in keeping with our overall vision for our community and encouraged him to consider expanding his business to include repurposing his tree debris into mulch that he can sell and which his current location cannot accommodate for customers. With these considerations in mind we remain in strong opposition of this development and will pursue further action as necessary to voice our opposition and continue to build our community's vision for Raleigh.

Sincerely,
Norma Lester
Lakewood Hills Property Owners Association.

cc: Lakewood Hills Property Owners
Councilwoman Rhonda Logan
Commissioner Charlie Caswell
Representative TuShay Parkinson



Memphis and Shelby County Division of Planning and Development

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

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

website: www.develop901.com

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: May 30, 2025

Record Number: PD 2025-008

Expiration Date:

Record Name: REYS TREE SERVICE

Description of Work: The property is seeking approval of a planned development for Vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks , employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences . It is abutted by Commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped Heavy industrial site to the South . We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances.

Parent Record Number:

Address:

4387 OLD RALEIGH LAGRANGE RD, MEMPHIS 38128

Owner Information

Primary Owner Name

Y VASQUEZ REINALDO & ESPERANZA S LOPEZ

Owner Address

3501 KIRBY TERRACE DR, MEMPHIS, TN 38115

Owner Phone

Parcel Information

088003 00003

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Alexis Longstreet/ Chip Saliba

Date of Meeting

04/28/2025

Pre-application Meeting Type

Phone

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	NA
Medical Overlay / Uptown	No
If this development is located in unincorporated Shelby County, is the tract at least three acres? (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)	NA
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If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	owner was cited on May 25 for improper storage of vehicles and no fence permit
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	THE TRUCKS ARE USED TRIMMING TREES AROUND SHELBY COUNTY AND NOT OPERATED ON THE PROPERTY . THE SITE IS BUFFERED BY A WOODED CEMETARY COMMERCIAL BUSINESSES AND A LARGE WOODED UNDEVELOPED INDUSTRIAL PROPERTY ON THE SOUTH INDUSTRIAL SITE ON
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UDC Sub-Section 4.10.3A	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
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E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements

NA

F) Lots of record are created with the recording of a planned development final plan

ITS ALREADY A LOT OF RECORD

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

AREA INFORMATION

Name:	raleigh
Size (Acres):	2
Existing Use of Property:	residential
Requested Use of Property:	pud

Contact Information

Name
DAVID W UPTON

Contact Type
APPLICANT

Address
2106 LEE PLACE,

Phone
(901)315-9707

Name
RAY VASQUEZ

Contact Type
PROPERTY OWNER OF
RECORD

Address

Phone
(901)590-7322

Name
DAVID W UPTON

Contact Type
REPRESENTATIVE

Address
2106 LEE PLACE,

Phone
(901)315-9707

Fee Information

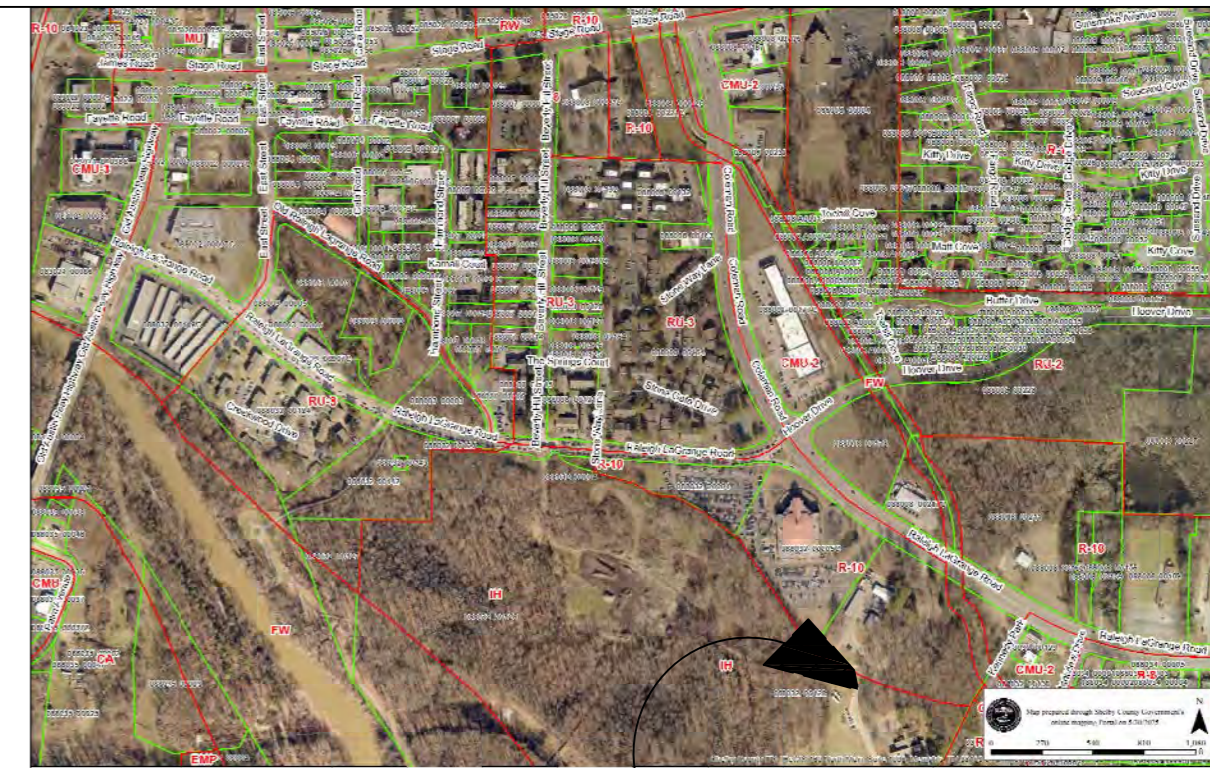
Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
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Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$1,539.00	Credit Card

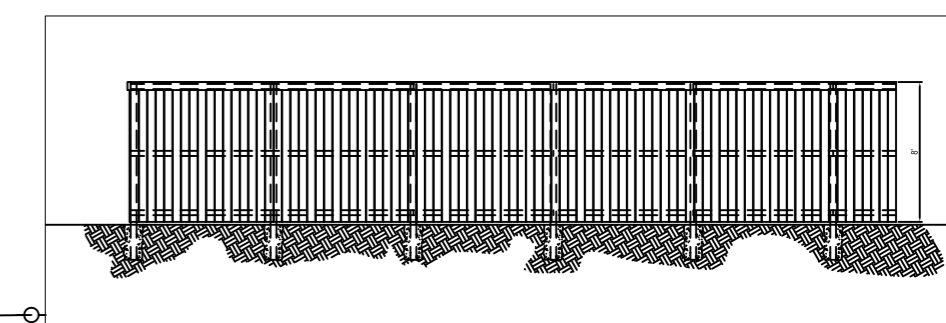


VICINITY MAP

SITE

Name	Leyland Cypress Tree
Rating	★★★★★ 632
Mature Height	40-60 ft.
Mature Width	20-25 ft.
Growth Rate	Fast Growing
Sunlight	Full Sun

STREETSCAPE S-14

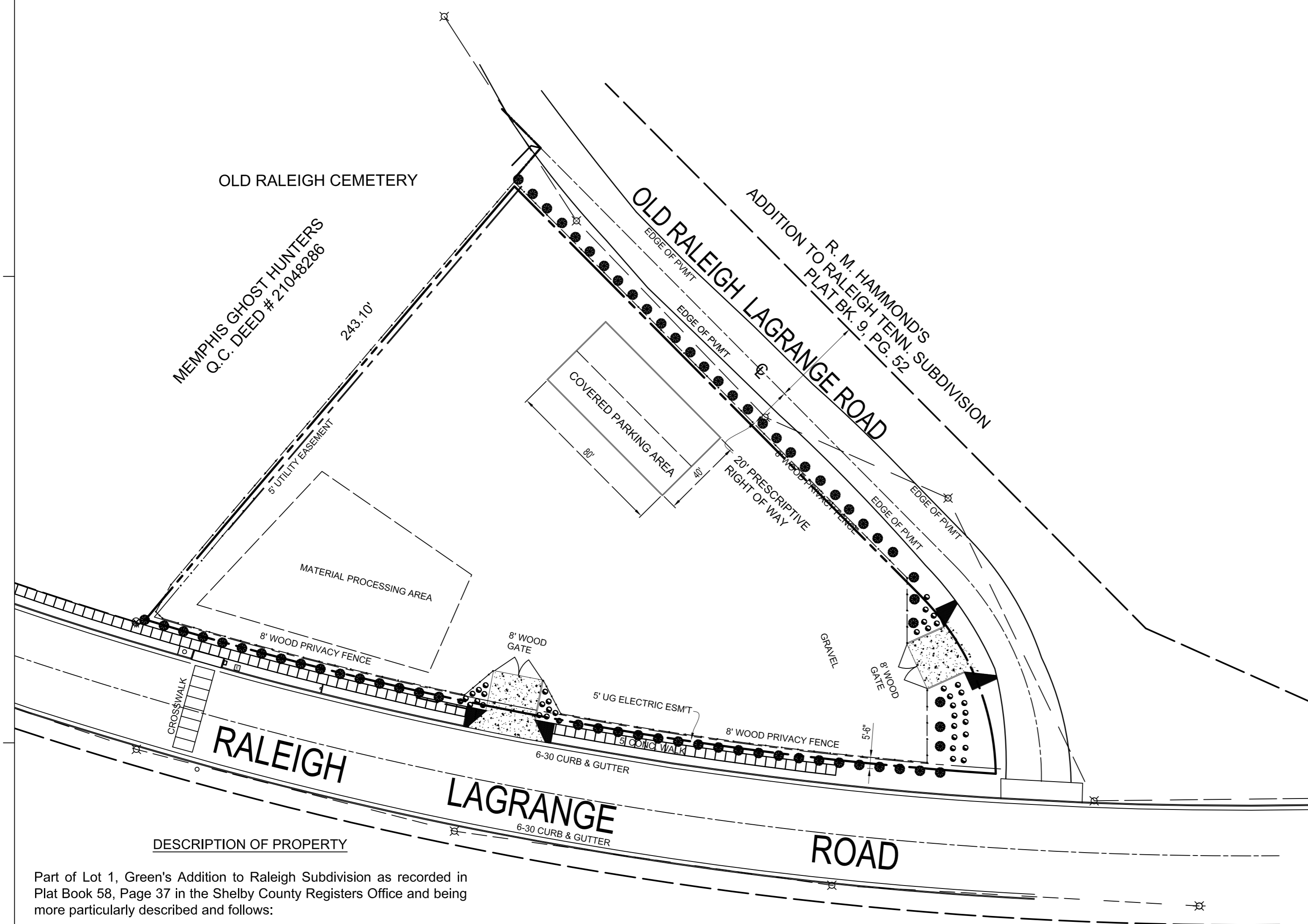


8' PRIVACY FENCE

C

B

A

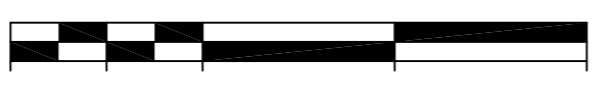


DESCRIPTION OF PROPERTY

Part of Lot 1, Green's Addition to Raleigh Subdivision as recorded in Plat Book 58, Page 37 in the Shelby County Registers Office and being more particularly described and follows:

Beginning at a Crowfoot Found at the back of walk in the north line of Raleigh LaGrange Road (68' R.O.W.), said point being the southeast corner of Memphis Ghost Hunters property as recorded in Q.C. Deed # 210048286; thence N40°00'00"E along the east line of the Memphis Ghost Hunters property, a distance of 64.04' to an Angle Point therein; thence N40°30'00"E a distance of 223.03' to a Point in the south 20' Prescriptive Right of Way line of Old Raleigh LaGrange Road; thence S44°45'00"E and 20' south of the old centerline of said Old Road, a distance of 287.13' to a Point of curvature; thence with a curve turning to the right with a radius of 130.00', with an arc length of 102.08', with a chord bearing of S22°15'19"E, with a chord length of 99.48', to a Point in the north line of Raleigh LaGrange Road (68' R.O.W.); thence with a curve turning to the right with a radius of 1876.00', with an arc length of 433.76', with a chord bearing of N79°42'27"W, with a chord length of 432.79', to the point of beginning, having an area of 63,549 Square Feet, 1.459 Acres

PLAT BOOK 58, PAGE 37
4387 RALEIGH LAGRANGE ROAD



1" = 40'



Reys Tree Service Outline plan & Letter of Intent

4387 Old Raleigh LaGrange Rd

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Shelby County Tennessee

Willie F. Brooks, Jr.

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

23107985

12/21/2023 - 10:50:30 AM

3 PGS

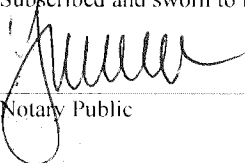
CEPEDRA 2654572-23107985

VALUE	58000.00
MORTGAGE TAX	0.00
TRANSFER TAX	214.60
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	234.60

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

WARRANTY DEED

Property address: 0 Raleigh Lagrange Road Memphis, TN 38128 Parcel Number: 088003 00003 Owner's name and address: Reinaldo Vasquez 0 Raleigh Lagrange Road Memphis, TN 38128 Mail tax bills to: <u>Reinaldo Vasquez</u> <u>3501 Kirby Terrace Dr.</u> <u>Memphis TN 38115</u>	I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is 58,000.00, which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale. <u>Sheila McElwain</u> Affiant Subscribed and sworn to before me this 5th day of July, 2023.  Notary Public My Commission Expires: <u>11/18/2024</u>
This instrument prepared by: Sure Title Company, LLC 3265 W. Sarazens Circle, Ste 101 Memphis, TN 38125 File No.: 2023-2024-TN	

THIS INDENTURE, made and entered into this 5th day of July, 2023, by and between

Sergio Ruiz, an unmarried man, party of the first part and
and Esperanza Suarez Lopez
Reinaldo Vasquez, husband & wife, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of Memphis, County of Shelby, State of TN.

Land situated in Shelby County, Tennessee:

Lot 1, Greens Addition to Raleigh Subdivision, as shown on plat of record in Plat Book 58, Page 37, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said Land.

Being the same property conveyed to Sergio Ruiz, an unmarried man by Warranty Deed of record at Instrument No. 21119156, dated 09/20/2021 and recorded 09/24/2021, in the Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is/are lawfully seized in fee of the aforescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT for:

Subdivision and/or Condominium restrictions including but not limited to any declaration covenants conditions restrictions, master deed or recorded plat, building lines and easements of record as of the date of the purchase and sale agreement, zoning, and any subsequent years' taxes not yet due and payable,

and that the title and quiet possession thereto he/she will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

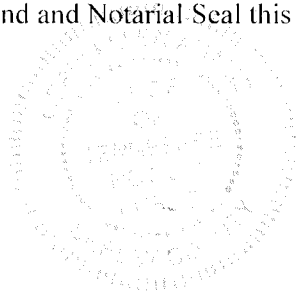
WITNESS the signature of the party of the first part the day and year first above written.

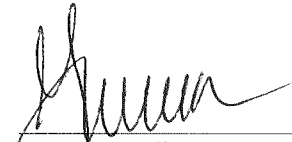

Sergio Ruiz

STATE OF TENNESSEE,
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Sergio Ruiz** to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal this 5th day of July, 2023.




Notary Public
My Commission Expires: 11/18/2024

Certificate of Authenticity

I, Sheila McElwain, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on

July 5, 2023
Date

Sheila McElwain
Affiant Signature

July 5, 2023
Date

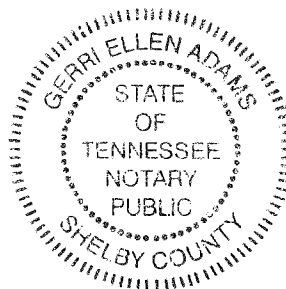
State of Tennessee
County of Shelby

Sworn to and subscribed before me this 15 day of December, 2023.

[Signature]
Notary's Signature

My Commission Expires: 11/18/2024
Date

Notary's Seal (if on paper)



Renaldo O Vasquez
3501 Kirby Terrace Drive
Memphis TN 38115
901-590-7322
Email: reytreeservice.23@gmail.com

February 17, 2025

Re: Board of Adjustment Variance Application- Special Use Permit

To Whom It May Concern:

Please accept this statement as a formal petition to request a Special Use Permit the property below:

**4387 Raleigh Lagrange Rd
Memphis TN 38128**

I own this property along with my wife, Mrs. Esperanza Suarez Lopez. This property is currently an empty piece of land, which I need to use as storage for my business heavy equipment and trucks. I own a tree removal business; therefore, I need proper storage space for my equipment and vehicles.

If you should have any questions regarding this request, please let me know at your earliest convenience.

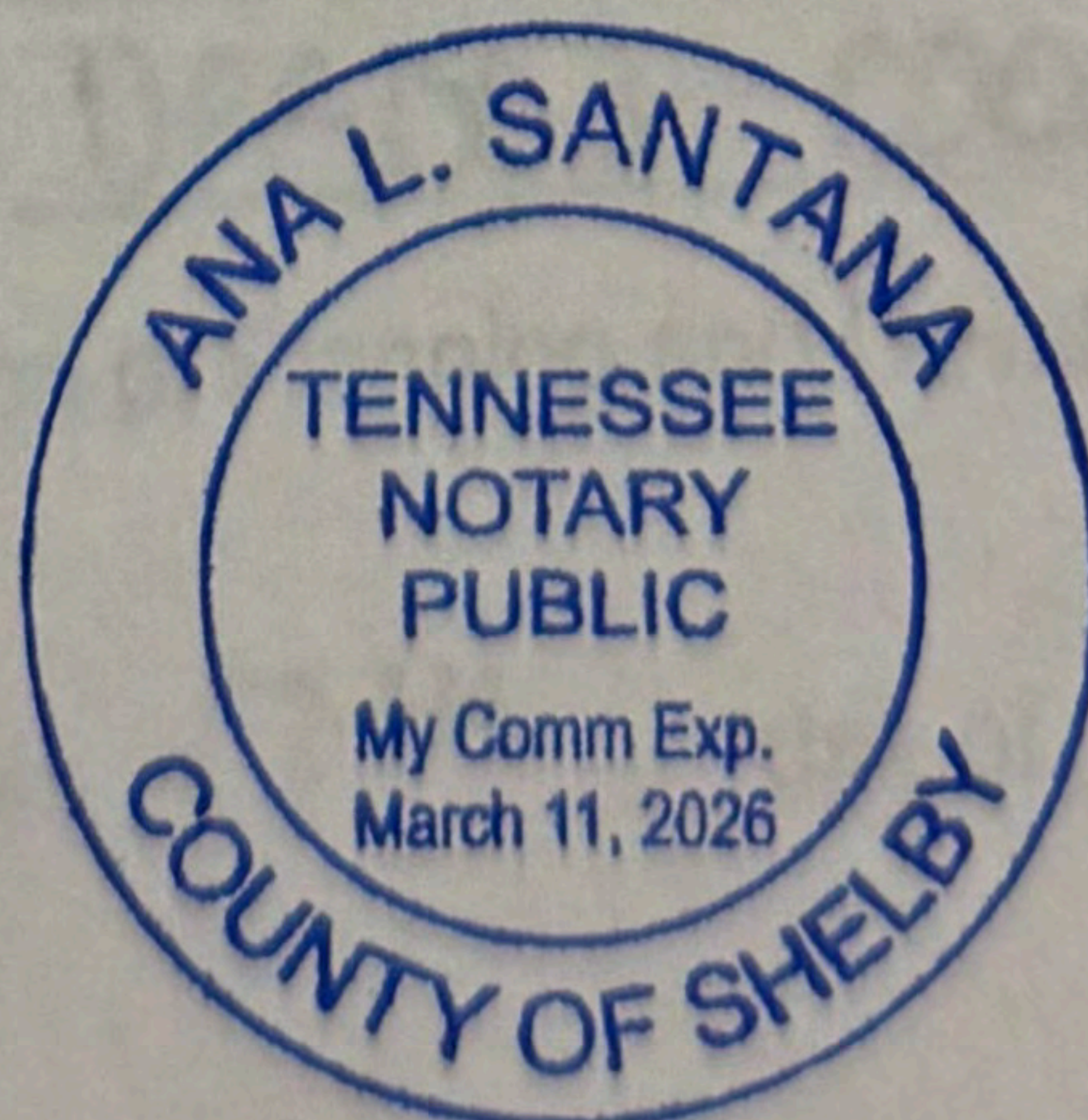
Sincerely,

Renaldo Vasquez
Renaldo O Vasquez

STATE OF TENNESSEE
COUNTY OF SHELBY

SUBSCRIBED AND SWORN TO AND BEFORE ME, ANA SANTANA, THIS 17th DAY OF FEBRUARY,
2025.

Ana L. Santana
ANA SANTANA, Notary Public





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

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

December 11, 2025

David Upton
2106 Lee Place

Sent via electronic mail to: Davidupton25@yahoo.com, Reytreeservice23@yahoo.com

Rey's Tree Service Planned Development

Case Number: PD 2025-008

LUCB Recommendation: Rejection; however if approved, staff recommends the following revisions to the outline plan conditions

Dear applicant,

On Thursday, December 11, 2025, the Memphis and Shelby County Land Use Control Board recommended **approval** of your planned development application for the Rey's Tree Service Planned Development, subject to the attached outline plan conditions.

This application will be forwarded, for final action, to the Council of the City of Memphis. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at alexis.longstreet@memphistn.gov.

Respectfully,



Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Letter to Applicant
PD 2025-008

Cc: File

Outline Plan Conditions

I. Uses Permitted

~~A. ANY USE PERMITTED BY RIGHT OR ADMINISTRATIVE SITE PLAN REVIEW IN THE CMU-1 DISTRICT, AND OUTDOOR STORAGE, WITH THE FOLLOWING ADDITIONAL USES.~~

- ~~i. Vehicle and equipment parking covered and uncovered, incidental to a tree cutting and wood removal business.~~
- ~~ii. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.~~

~~B. Additional Non permitted uses~~

- ~~i. There will be no chipping or mulching of wood on the property~~
- ~~ii. The following eligible uses under CMU-1 will not be permitted:~~

- ~~1. Smoke shop~~
- ~~2. Vehicle parts and repair~~
- ~~3. Microbrewery~~

A. Lawn, tree, and/or garden service with limited outdoor storage including:

- 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
- 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.

II. Bulk Requirements

A. The bulk regulations of the cmu-1 district shall apply.

III. Access, Parking, and Circulation

- A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.
- B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline. ~~Improvements not required.~~
- C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.

Letter to Applicant
PD 2025-008

- IV. Landscaping
 - A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) ~~with barbed wire on the top~~ and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
 - B. Existing trees on the interior of the fence shall be preserved
 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
 - D. Lighting shall be directed to not glare onto adjacent property.
 - E. Refuse containers shall be completely screened from view from adjacent properties.
- V. Signage
 - A. Detached and attached signs shall be governed by the cmu-1 district regulations.
 - B. ~~Advertising~~ **Off-Premise** signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control! board may grant extensions, at the request of the applicant.
- IX. Any final plan shall include the following.
 - A. The outline plan conditions.
 - ~~B. A standard subdivision contract as defined by the subdivision regulations.~~
 - B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
 - C. The number of parking spaces.
 - D. The location and ownership, whether public or private of any easement.

June 9, 2026

FISCAL CONSENT ITEMS

DIVISIONS/DEPARTMENTS:
Memphis Parks



FISCAL CONSENT AGENDA

1. RESOLUTION accepting additional grant funds in the amount of \$8,857.00 from Tennessee Department of Disability and Aging(TDDA) for programming and operation support at Frayser- Raleigh Senior Center. **(Request for Same Night Minutes)**

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

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