

WHEREAS, it is fitting that the Memphis City Council honor and recognize individuals whose service, leadership, and commitment to improving the lives of others have made a lasting and meaningful impact on the Memphis community; and

WHEREAS, Adrian Davis has dedicated his life to serving others through public safety, community advocacy, and nonprofit leadership, consistently demonstrating a commitment to improving the lives of individuals and families throughout Memphis and the Mid-South; and

WHEREAS, Adrian Davis served with distinction as a firefighter with the Memphis Fire Department from 2017 to 2024, earning numerous honors including Firefighter of the Year, the Valor Award, the Life Saver Award, and the Merit Award in recognition of his courage, professionalism, and dedication to protecting the citizens of Memphis; and

WHEREAS, following a life-altering line-of-duty injury in 2021, **Adrian Davis** transformed adversity into opportunity by expanding his service to the community and founding Community Service Leaders of America (CSLA), a nonprofit organization focused on uplifting underserved communities through compassion, advocacy, and direct support; and

WHEREAS, under **Adrian Davis's** leadership, CSLA has organized and supported numerous community initiatives providing food assistance, healthcare access, hygiene services, educational resources, youth mentorship, voter engagement opportunities, and resource navigation for individuals and families facing hardship; and

WHEREAS, through strategic partnerships with healthcare providers, businesses, faith-based organizations, civic leaders, and volunteers, **Adrian Davis** has mobilized hundreds of individuals and engaged thousands of community members in efforts that strengthen neighborhoods, expand access to essential services, and improve quality of life across Memphis and the Mid-South; and

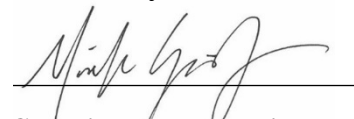
WHEREAS, Adrian Davis's unwavering commitment to service exemplifies the highest ideals of leadership, resilience, and community engagement, and his work continues to inspire others to serve with purpose, compassion, and integrity.

NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby honors and commends

Adrian Davis

for his extraordinary contributions to the Memphis community and extends its sincere appreciation for his continued dedication to improving the lives of others through service and leadership.

**Given by my hand and under the
great seal of the City of Memphis,
this 23rd day of June 2026.**



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



**Councilwoman Yolanda Cooper-Sutton
Memphis City Council, Super District 8-3**



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 _____

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**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

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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.

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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.”

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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

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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

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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.

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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.

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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:

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- 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

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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

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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

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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.

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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.”

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 August 1, 2026, 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 August 1, 2026 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 hereby 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 hereby 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 August 1, 2026 through June 30, 2028	\$17.45 per month
Beginning July 1, 2028	\$21.80 per month

Commencing August 1, 2026, 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 August 1, 2026 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 August 1, 2026, 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 August 1, 2026, 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 August 1, 2026 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

REFERENDUM ORDINANCE NO. XXXX

A referendum ordinance to amend the charter of the City of Memphis, same being Chapter 11 of the acts of 1879, as amended, pursuant to the provisions of Article XI, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) so as to establish professional arbitration for civil service hearings

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, the Charter of the City of Memphis establishes procedures governing civil service employee appeals, including the review of disciplinary actions; and

WHEREAS, the current appeals process relies in part on review by volunteer legal professionals, and the City Council desires to provide for the option of using professional arbitrators as an alternative to promote consistency and efficiency; and

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

“Shall the City of Memphis Charter be amended to authorize the Mayor and the City Council to establish procedures for the arbitration of Civil Service employee appeals?”

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

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

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

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

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

“Shall the City of Memphis Charter be amended to authorize the Mayor and the City Council to establish procedures for the arbitration of Civil Service employee appeals?”

Section 5. Effective Date of Charter Amendment.

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

Section 6. Certification of Results.

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

Section 7. Appropriation for Costs.

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

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:
Chase Carlisle

CHAIRPERSON
Jana Swearengen-Washington

REFERENDUM ORDINANCE NO. XXXX

REFERENDUM ORDINANCE TO AMEND THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, PURSUANT TO PROVISIONS OF ARTICLE XI, §9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), SO AS TO ESTABLISH LOBBYIST REGISTRATION AND DISCLOSURE REQUIREMENTS, AND TO SUBMIT THE PROPOSED REFERENDUM ORDINANCE TO THE QUALIFIED VOTERS OF THE CITY OF MEMPHIS AT THE NEXT STATE GENERAL ELECTION

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, cities across the country have implemented lobbyist registration requirements to regulate lobbying activities and to help promote local governmental transparency, thereby fostering public confidence in elected and appointed officers and government employees; and

WHEREAS, the Memphis City Council recognizes that First Amendment Rights must be safeguarded and endeavors to do so in all circumstances, including ensuring city government functions to serve the needs of all citizens; and

WHEREAS, establishing a lobbyist registration requirement that requires lobbyists to register annually and to file their state-mandated disclosure statements with the City of Memphis will enhance a robust, inclusive, and transparent public process; and

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

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

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

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

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

Section 4. Proposal and Preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

Section 5. Effective Date of Charter Amendment.

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

Section 6. Certification of Results.

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

Section 7. Appropriation for Costs.

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

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:

Chase Carlisle

CHAIRPERSON

Jana Swearngen-Washington

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12227 – High Volume Outage Call Management**
- 2. Requested Funding – \$1,503,125.00**
- 3. Award Duration – Increase and Extension (September 1, 2026 through August 31, 2029)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Message Broadcast, LLC**
- 6. Plain Language Description – This contract change is to increase and extend the electric outage hotline contract.**
- 7. Impact – Customers would face significant challenges during storms if they were unable to report an electric outage.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2026 approved the Increase and Extension (*Change No. 2*) to Contract No. 12227, High Volume Outage Call Management with Message Broadcast, LLC to increase the contract amount and extend the current contract in the funded amount of \$1,503,125.00, and is now recommending to the Council of the City of Memphis that it approves said increase and extension as approved; and

WHEREAS, the project scope is to provide hosted high-volume call Interactive Voice Recording (IVR) services to eliminate busy signals received by MLGW customers reporting electric outages and outside electric hazards during peak outage report periods. The contract award was based on the request for proposal ("RFP") evaluation process.

WHEREAS, this change is to increase the contract amount and extend the current contract for an additional three (3) years covering the period September 1, 2026 through August 31, 2029 in the funded amount of \$1,503,125.00 with a 2% increase from the initial term due to the Cost-of-Living Adjustment. This increase and extension complies with all applicable laws and policies. The new contract value is \$4,318,125.00.; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the Increase and Extension (*Change No. 2*) to Contract No. 12227, High Volume Outage Call Management with Message Broadcast, LLC to increase the contract amount and extend the current contract in the funded amount of \$1,503,125.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Extension (*Change No. 2*) to Contract No. 12227, High Volume Outage Call Management with Message Broadcast, LLC to increase the contract amount and extend the current contract in the funded amount of \$1,503,125.00.

The project scope is to provide hosted high-volume call Interactive Voice Recording (IVR) services to eliminate busy signals received by MLGW customers reporting electric outages and outside electric hazards during peak outage report periods. The contract award was based on the request for proposal ("RFP") evaluation process.

This change is to increase the contract amount and extend the current contract for an additional three (3) years covering the period September 1, 2026 through August 31, 2029 in the funded amount of \$1,503,125.00 with a 2% increase from the initial term due to the Cost-of-Living Adjustment. This increase and extension complies with all applicable laws and policies. The new contract value is \$4,318,125.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Extension (Change No. 2) to Contract No. 12227, High Volume Outage Call Management with Message Broadcast, LLC to increase the contract amount and extend the current contract in the funded amount of \$1,503,125.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Increase and Extension.

RESOLUTION SUMMARY

1. **Short Title Description** – Gas Meters and AMI Equipment
2. **Requested Funding** – \$5,176,100.54
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sole Source
5. **Awarded To** – Ed Young Sales Company, Inc.
6. **Plain Language Description** – To procure gas smart meters and related equipment in the quantities specified below. The devices measure natural gas consumption and support automated data transmission, enabling accurate and timely customer billing through remote data collection.
 - 1,000 - AL425TC gas meters with 2 feet TC, 4C dial index
 - 400 - AC630TC gas meters with 2 feet TC, 4C dial index
 - 250 - AC800TC gas meters with 2 feet TC, 5C dial index
 - 30 - 3.5M RABO with V3 modules installed
 - 30 - 5.5M RABO with V3 modules installed
 - 30 - 9M RABO with V3 modules installed
 - 35 - 14M RABO with V3 modules installed
 - 18 - 23M (4-inch) RABO horizontal mount; CTR; energy axis mtg. in box
 - 17 - 23M (6-inch) RABO horizontal mount; CTR; energy axis mtg. in box
 - 25,000 - Bracket kits for V4 modules EG210011000
 - 25,000 - V4 modules for diaphragms EG215000000
 - 2,000 - AC250TC gas meters with 2 feet TC, 4C dial index
7. **Impact** – The gas meters, modules, and rotary indexes will be installed in residential, commercial, and industrial developments, as well as used to replace defective units. The meters ensure accurate gas readings and allow the system to automatically collect and transmit usage data.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2026 approved the purchase of gas meters and AMI equipment and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the gas meters and AMI equipment are used to measure gas consumption ensuring accurate and timely customer billing. The devices will be installed in residential, commercial, and industrial developments, as well as used to replace defective units. The meters ensure accurate gas readings and allow the system to automatically collect and transmit usage data; and

WHEREAS, a bid was opened on May 13, 2026, for gas meters and AMI equipment from Ed Young Sales Company, Inc. in accordance with MLGW's Single / Sole Source Policy. Ed Young Sales Company, Inc. is the sole provider for the gas meters and equipment. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of gas meters and AMI equipment from Ed Young Sales Company, Inc. in the amount of \$3,882,075.41

chargeable to the MLGW 2026 fiscal year budget and \$1,294,025.14 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for gas meters and AMI equipment to Ed Young Sales Company, Inc. in the amount of \$5,176,100.54.

The gas meters and AMI equipment are used to measure gas consumption ensuring accurate and timely customer billing. The devices will be installed in residential, commercial, and industrial developments, as well as used to replace defective units. The meters ensure accurate gas readings and allow the system to automatically collect and transmit usage data.

A bid was opened on May 13, 2026, for gas meters and AMI equipment from Ed Young Sales Company, Inc. in accordance with MLGW's Single / Sole Source Policy. Ed Young Sales Company, Inc. is the sole provider for the gas meters and equipment. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Previously Capital Items – Gas Meter Shop is \$8,454,768.00; of which \$3,882,075.41 will be spent on this purchase in 2026;

leaving a balance available of \$4,572,692.60 after award; of which \$1,294,025.14 will be spent in subsequent budget year as approved; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Ed Young Sales Company, Inc. is approved for furnishing:

1,000 - AL425TC gas meters with 2 feet TC, 4C dial index;

400 - AC630TC gas meters with 2 feet TC, 4C dial index;

250 - AC800TC gas meters with 2 feet TC, 5C dial index;

30 - 3.5M RABO with V3 modules installed;

30 - 5.5M RABO with V3 modules installed;

30 - 9M RABO with V3 modules installed;

35 - 14M RABO with V3 modules installed;

18 - 23M (4") RABO horizontal mount; CTR; energy axis mtg. in box;

17 - 23M (6") RABO horizontal mount; CTR; energy Axis mtg. in box;

25,000 - Bracket kits for V4 modules EG210011000;

25,000 - V4 modules for diaphragms EG215000000;

2,000 - AC250TC gas meters with 2feet TC, 4C dial index;

Totaling \$5,176,100.54; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery

in 11-33 weeks, terms net 30 days.

RESOLUTION SUMMARY

1. **Short Title Description** – Water Meter Registers
 2. **Requested Funding** – \$3,058,598.34
 3. **Award Duration** – One-Time Purchase
 4. **Type of Bid** – Sole Source
 5. **Awarded To** – Badger Meter Incorporated
 6. **Plain Language Description** – To procure 43,738 Badger water analog registers to replace failing liquid crystal display registers.
 - 42,738 - 5/8 x 3/4 Badger analog meter registers
 - 1,000 – Analog registers for one-inch Badger meters
1. **Impact** – The water meter registers will be installed to replace faulty digital water registers. The registers provide precise measurements of water consumption, which enable accurate customer billing, minimizes the need for estimated usage, and helps safeguard the utility's revenue.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2026 approved the purchase of water meter registers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the water meter registers are needed to replace defective digital liquid crystal display (LCD) registers. Replacing the failed registers will ensure customers receive accurate bills for their water consumption; and

WHEREAS, a bid was opened on May 18, 2026, for water meter registers from Badger Meter Incorporated in accordance with MLGW's Single / Sole Source Policy. Badger Meter Incorporated is the sole provider for the water meter registers. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of water meter registers from Badger Meter Incorporated in the amount of \$3,058,598.34 chargeable to the MLGW 2026 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for water meter registers to Badger Meter Incorporated in the amount of \$3,058,598.34.

The water meter registers are needed to replace defective digital liquid crystal display (LCD) registers. Replacing the failed registers will ensure customers receive accurate bills for their water consumption.

A bid was opened on May 18, 2026, for water meter registers from Badger Meter Incorporated in accordance with MLGW's Single / Sole Source Policy. Badger Meter Incorporated is the sole provider for the water meter registers. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Previously Capital Items – Water Meter Shop is \$10,039,308.00; the amount spent year-to-date is \$33,546.00; of which \$3,058,598.34 will be spent on this purchase in 2026; leaving a balance available of \$6,947,163.66 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Badger Meter Incorporated is approved for furnishing:

42,738 - Analog registers for 5/8 x 3/4 meters;

1,000 - Analog registers for one-inch Badger meters;

Totaling \$3,058,598.34; f.o.b. Memphis, Tennessee, our dock; transportation prepaid and add; said prices being firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 10 days, terms net 30 days.

RESOLUTION SUMMARY

1. **Short Title Description** – V4 Water Modules
 2. **Requested Funding** – \$5,476,434.98
 3. **Award Duration** – One-Time Purchase
 4. **Type of Bid** – Sole Source
 5. **Awarded To** – Wesco Distribution, Inc.
 6. **Plain Language Description** – A total of 43,738 V4 water modules will be purchased to replace the outdated V3 units. These modules are necessary for installing or updating smart water meter communication devices, ensuring accurate billing and maintaining the reliability of the system.
1. **Impact** – The V4 water communication modules are intended to replace aging V3 modules that are nearing the end of their serviceable life. When a communication module fails, a meter reader must be dispatched to the premises to manually obtain a water register reading. Timely replacement of these modules is essential to maintain the efficiency of the meter-to-cash process, minimize manual meter reading requirements, control operating costs, and ensure the continued collection of accurate consumption data for customer billing.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 17, 2026 approved the purchase of water modules and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the V4 modules enable the remote reading of water registers. The modules are needed to replace aging V3 units that are approaching end of their serviceable life. Replacing the aging modules will maintain the integrity of consumption data by ensuring consistent, accurate register readings are captured and transmitted for customer billing; and

WHEREAS, a bid was opened on April 29, 2026, for V4 water modules from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the water modules. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of water modules from Wesco Distribution, Inc. in the amount of \$4,107,326.24 chargeable to the MLGW 2026 fiscal year budget and \$1,369,108.75 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
June 17, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for water modules to Wesco Distribution, Inc. in the amount of \$5,476,434.98.

The V4 modules enable the remote reading of water registers. The modules are needed to replace aging V3 units that are approaching end of their serviceable life. Replacing the aging modules will maintain the integrity of consumption data by ensuring consistent, accurate register readings are captured and transmitted for customer billing.

A bid was opened on April 29, 2026, for V4 water modules from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the water modules. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Previously Capital Items – Water Meter Shop is \$10,039,308.00; the amount spent year-to-date is \$33,546.00; leaving a balance available of \$10,005,762.00; of which \$4,107,326.24 will be spent on this

purchase in 2026; leaving a balance available of \$5,898,435.77 after award; of which \$1,369,108.75 will be spent in subsequent budget year as approved; and

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

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

43,738 - Honeywell V4 water module AMR/AMI smart water modules;

Totaling \$5,476,434.98; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 26 weeks, terms net 30 days.



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,

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

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,

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

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

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.)

Ordinance for creation of the 33 Beale Street Tourism Development Zone Tourism Surcharge and designation of Qualified Public Use Facility.

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

Downtown Memphis Commission (DMC) / Central City Revenue Finance Corporation (CCRFC)

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

This would be a new ordinance. It would allow the Hyatt Centric Hotel at 33 Beale Street to assess a tourism surcharge (5%) on all qualified goods and services in the hotel to fund reinvestment and improvements of the property.

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

The Hyatt Centric Hotel is located in District 6, Super District 8.

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

This would require a new agreement between CCRFC and the Hyatt Centric ownership group.

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

No.

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

No.

ORDINANCE NO. _____

ORDINANCE FOR DESIGNATION OF QUALIFIED PUBLIC USE FACILITY, CREATION OF THE 33 BEALE STREET TOURISM DEVELOPMENT ZONE TOURISM SURCHARGE AND OTHERWISE PROVIDING WITH RESPECT TO THE FOREGOING

WHEREAS, Beale Street is one of America's premier tourist destinations, a major employer in the Downtown Memphis community and a key economic driver of the City of Memphis; and

WHEREAS, Memphis Center City Revenue Finance Corporation ("**CCRFC**") is the fee owner of certain real property located at 33 Beale Street and 245 South Front Street, Memphis, Tennessee 38103 (tax parcels nos. 00209900002C and 00209900008) ("**Hotel Site**"); and

WHEREAS, CCRFC has leased to 33 Beale Street Hotel Company, LLC, a Delaware limited liability company ("**Hotel Owner**"), the Hotel Site and the improvements thereon pursuant to that certain Amended and Restated Lease Agreement dated as of August 22, 2025 (as amended, the "**PILOT Lease**"), under which Hotel Owner has the right to acquire the Hotel Site and the improvements thereon at any time; and

WHEREAS, the Hotel Site includes a hotel with 363 rooms, meeting and event space, commercial space, including ancillary dining and retail space, and related amenities ("**33 Beale Hotel**"); and

WHEREAS, Hotel Owner proposes to make capital investments totaling more than Seventy Six Million Dollars (\$76,000,000) over the next thirty (30) years for the consolidation of the hotels located at 33 Beale Street and 245 South Front Street to create the 33 Beale Hotel and the redevelopment and long-term preservation of the 33 Beale Hotel (the "**33 Beale Hotel Project**"); and

WHEREAS, TCA §67-4-3002 authorizes the City of Memphis to designate certain projects as "Qualified Public Use Facilities", including without limitation full-service hotels with not less than two hundred fifty (250) rooms and related retail, commercial, and parking space that are located in a tourism development zone; and

WHEREAS, TCA §67-4-3003 authorizes the City of Memphis to charge a 5% Tourism Surcharge on goods and services used by visitors at a qualified public use facility and other related facilities (the "**Tourism Surcharge**"); and

WHEREAS, the 33 Beale Hotel Project is located in the portion of Downtown Memphis designated as a tourism development zone pursuant to the Convention Center

and Tourism Development Financing Act of 1998, which is codified at TCA §7-88-101 et seq., (the "TDZ Act"); and

WHEREAS, the City of Memphis administration finds that it is wise, necessary, and advisable to designate the 33 Beale Hotel Project as a "Qualified Public Use Facility" within the meaning of the TDZ Act as codified at TCA § 67-4-3002(7); and

WHEREAS, the City of Memphis administration finds that it is wise, necessary, and advisable to seek authorization from this Council to impose the Tourism Surcharge within the 33 Beale Hotel Project; and

WHEREAS, to enact the Tourism Surcharge within the 33 Beale Hotel Project, the City of Memphis administration has proposed the ordinance set forth below (the "Tourism Surcharge Ordinance"); and

WHEREAS, the City administration desires that the Council (i) approve the Tourism Surcharge Ordinance, and (ii) otherwise provide with respect to the foregoing.

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

1. Sec. ___ - ___ -1. **Designation as Qualified Public Use Facility**

The hotel at the address municipally known as 33 Beale Street and 245 South Front Street, Memphis, Tennessee, containing not less than two hundred fifty (250) rooms, and related retail, commercial, and parking space (the "33 Beale QPUF"), is hereby designated as a qualified public use facility as described in T.C.A. title 67, chapter 4, part 30 (as amended from time to time, hereinafter in this chapter called the "Act").

Sec. ___ - ___ -2. **Creation of District**

There is created the 33 Beale Surcharge District (the "District") in accordance with the Act.

Sec. ___ - ___ -3. **District Boundaries**

The District created by this chapter shall be comprised of the area located in the city within the following boundaries:

Approximately 3.254 acres known as 33 Beale as shown on Plat of record in Plat Book 279, Page 14 in the Register's Office of Shelby County, Tennessee consisting of:

(Phase II) Final Plat – PD 18-10, Phase Two, Hyatt Centric at One Beale as shown on Plat of record in Plat Book 281, Page 3 in the Register's Office of Shelby County, Tennessee (approximately 2.26 acres).

Municipal Address: 33 Beale Street (0 Wagner Place)
Tax Parcel ID: 002099 00002C

(Phase III) Final Plat – PD 18-10, Phase Three, as shown on Plat of record in Plat Book 288, Page 24 in the Register's Office of Shelby County, Tennessee (approximately 0.654 acres) consisting of:

Parcel 1. Hvatt 2 Parcel:

BEING A SURVEY OF PART OF PARCEL I, PART OF PARCEL II AND PART OF PARCEL III OF THE FRONT STREET DEVCO, LLC PROPERTY AS RECORDED IN INSTRUMENT 16117584, ALSO BEING PART OF PHASE III OF THE PROPERTY SHOWN ON THE OUTLINE PLAN FOR THE ONE BEALE P.D. AMENDED AS RECORDED IN PLAT BOOK 279, PAGE 14, BOTH OF RECORD IN THE SHELBY COUNTY REGISTER'S OFFICE, BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FRONT STREET (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY LINE OF DR. M.L. KING JR. AVENUE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N56°56'01"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING (N 318717.16 – E 755672.60); THENCE N56°56'01"W AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 30.00 FEET TO A POINT; THENCE N33°03'59"E ALONG A LINE THAT IS 138.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 38.00 FEET TO A POINT; THENCE N56°56'01"W ALONG A LINE THAT IS 38.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 20.17 FEET TO A POINT; THENCE N33°03'59"E ALONG A LINE THAT IS 158.16 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 13.83 FEET TO A POINT; THENCE N56°56'01"W ALONG A LINE THAT IS 51.83 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 41.83 FEET TO A POINT, SAID POINT LIES ON THE EAST RIGHT-OF-WAY LINE OF WAGNER PLACE (50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N33°03'59"E ALONG THE EAST RIGHT-OF-WAY LINE

OF SAID WAGNER PLACE (SAID EAST RIGHT-OF-WAY LINE BEING 200.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SOUTH FRONT STREET) A DISTANCE OF 26.67 FEET TO A POINT; THENCE S56°56'01"E ALONG A LINE THAT IS 78.50 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 54.00 FEET TO A POINT; THENCE N33°03'59"E ALONG A LINE THAT IS 146.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 31.50 FEET TO A POINT; THENCE N56°56'01"W ALONG A LINE THAT IS 110.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 1.00 FOOT TO A POINT; THENCE N33°03'59"E ALONG A LINE THAT IS 147.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 56.00 FEET TO A POINT; THENCE S56°56'01"E ALONG A LINE THAT IS 166.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 147.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET; THENCE S33°03'59"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 105.00 FEET TO A POINT; THENCE N56°56'01"W ALONG A LINE THAT IS 61.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 108.00 FEET TO A POINT; THENCE S33°03'59"W ALONG A LINE THAT IS 108.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 61.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,008 SQUARE FEET OR 0.436 ACRES.

Out Parcel 1:

BEING A SURVEY OF PART OF PHASE III OF THE PROPERTY SHOWN ON THE OUTLINE PLAN FOR THE ONE BEALE P.D. AMENDED AS RECORDED IN PLAT BOOK 279, PAGE 14, AT THE SHELBY COUNTY REGISTER'S OFFICE, BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FRONT STREET (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY LINE OF DR. M.L. KING JR. AVENUE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N56°56'01"W ALONG THE NORTH RIGHT-OF-

WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 108.00 FEET TO THE WESTERN MOST SOUTHEAST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 3 OF THE ONE BEALE PD AS RECORDED IN PLAT BOOK 288, PAGE 24; THENCE N33°03'59"E ALONG THE WESTERN MOST EAST LINE OF SAID PHASE 3 A DISTANCE OF 61.00 FEET TO A POINT ON A SOUTH LINE OF SAID PHASE 3; THENCE S56°56'01"E ALONG A SOUTH LINE OF SAID PHAS3 3 A DISTANCE OF 108.00 FEET TO THE NORTHERN MOST SOUTHEAST CORNER OF SAID PHASE 3, SAID POINT LIES ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET; THENCE S33°03'59"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH FRONT STREET A DISTANCE OF 61.00 FEET TO THE TO THE POINT OF BEGINNING AND CONTAINING 6,588 SQUARE FEET OR 0.151 ACRES.

Out Parcel 2:

BEING A SURVEY OF PART OF PHASE III OF THE PROPERTY SHOWN ON THE OUTLINE PLAN FOR THE ONE BEALE P.D. AMENDED AS RECORDED IN PLAT BOOK 279, PAGE 14, AT THE SHELBY COUNTY REGISTER'S OFFICE, BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH FRONT STREET (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE NORTH RIGHT-OF-WAY LINE OF DR. M.L. KING JR. AVENUE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N56°56'01"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 138.00 FEET TO THE EASTERN MOST SOUTHWEST CORNER OF THE PROPERTY SHOWN ON THE FINAL PLAT FOR PHASE 3 OF THE ONE BEALE PD AS RECORDED IN PLAT BOOK 288, PAGE 24, SAID POINT BEING THE POINT OF BEGINNING; THENCE N56°56'01"W AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID DR. M.L. KING JR. AVENUE A DISTANCE OF 62.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WAGNER PLACE (50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N33°03'59"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WAGNER PLACE A DISTANCE OF 51.83 FEET TO THE NORTHERN MOST SOUTHWEST CORNER OF SAID PHASE 3 (PLAT BOOK 288, PAGE 24); THENCE ALONG THE SOUTHWESTERN PORTION OF SAID PHASE 3 THE FOLLOWING CALLS AND DISTANCES:

S56°56'01"E - 41.83 FEET;

S33°03'59"W – 26.67 FEET;
S56°56'01"E – 20.17 FEET;
S33°03'59"W – 38.00 FEET

TO THE POINT OF BEGINNING AND CONTAINING 2,935 SQUARE FEET OR 0.067 ACRES.

Municipal Address: 245 South Front Street, Memphis, Tennessee
Tax Parcel ID: 002099 00008

Sec. ___ - ___-4 **Surcharge Assessment**

The making of Sales (as such term is defined in the Act) by engaging in any Business (as such term is defined in the Act), except for those businesses exempt under T.C.A. title 67, chapter 4, part 712, in the District is declared to be a privilege. All such Sales shall be subject to the surcharge assessment provided in this Chapter and the City hereby levies such surcharge on all Sales.

Sec. ___ - ___-5 **Surcharge Assessment Rate**

The surcharge levied by this section shall be equal to five percent (5%) of the Sales Price (as such term is defined in the Act).

Sec. ___ - ___-6 **Mandatory Registration, Filing of Returns, Payment of Surcharge and Licensing**

All persons carrying on Business (as such term is defined by the Act) in the District, and all person who may hereafter carry on Business in the District, shall register with the City Treasurer for the purpose of assessment and collection of the surcharge. All persons so registered shall file a return detailing Sales for the prior month and surcharge collected on account of such Sales on or before the twentieth (20th) day of each calendar month and shall remit all surcharge collected during such month, together with any delinquent payments of surcharge, with such return. Each person who files a return and remits the appropriate amount of surcharge shall be granted a license which such person shall display within their place of Business. The City Treasurer is hereby authorized and directed to develop the forms for registration and filing monthly returns, as well as rules and regulations regarding the filing of the same.

Sec. ___ - ___-7 **Delinquent Payments**

Any nonpayment or delinquent payment of any surcharge shall be subject to the rights and remedies described in Chapter 5-24 of the Memphis City Code.

Sec. ___ - ___-8 **Allocation and Use of Revenues**

All revenues received by the city as a result of the surcharge, except for the reasonable expenses of the City Treasurer incurred as a result of its administrative duties under this chapter which shall not exceed one percent (1%) of the revenues, shall be designated for, and allocated to the payment of, the cost of the 33 Beale Hotel QPUF, including, without limitation, all debt issued or incurred in the consolidation of the hotels located at 33 Beale Street and 245 South Front Street to create the 33 Beale Hotel QPUF and the redevelopment and long-term preservation of the 33 Beale Hotel QPUF, including principal, interest and other fees and charges.

Sec. __ - __-9 Remittance of Revenues

On or before the fifteenth (15th) day of each month, the City Treasurer shall remit all revenues received during the prior month, less the aforescribed administrative fee, to CCRFC or its assignee. CCRFC, or its assignee, is hereby directed to deposit such revenues in accordance with the Act and any agreements governing the payment or reimbursement of costs incurred, or debt issued or incurred to finance or refinance costs, in connection with the development of the 33 Beale Street Hotel QPUF.

Sec. __ - __-10 Termination of Surcharge

The surcharge shall continue until terminated pursuant to the terms of the Act.

2. All actions heretofore undertaken by the Mayor or his designee and other officials, employees, attorneys and agents of the City in furtherance of the intent of this resolution, and of the documents authorized by this resolution, are hereby ratified, confirmed and approved.

3. The Mayor or his designee and other appropriate officials of the City are hereby authorized to enter into such agreements, and they and other appropriate employees of the City are hereby authorized to execute such certificates or other documents and take such other actions, as may be necessary or appropriate to carry out the intent of this resolution.

4. This Ordinance shall take effect from and after its adoption, the welfare of the City of Memphis requiring it.

Sponsor: _____

AN ORDINANCE APPROVING A STREET NAME CHANGE TO CHANGE THE NAME OF ALSTON AVENUE TO METAL MUSEUM DRIVE BETWEEN THE EH CRUMP ROUNDABOUT AND METAL MUSEUM DRIVE.

(CASE SNC 2026-002)

WHEREAS, Carissa Hussong filed an application with the Memphis and Shelby County Division of Planning and Development to change the name of Street from Alston Avenue to Metal Museum Drive,

WHEREAS, The proposed street name change would have minimal impact on addressing, as only one property along this section is addressed off Alston Avenue, which is owned by the Metal Museum. The other adjacent properties are addressed off Cotton Gin Place and West Illinois Avenue, and would not be affected by the proposed renaming; and

WHEREAS, The Memphis and Shelby County Land Use Control Board on April 09, 2026, concerning a proposed street name change, recommended approval of the requested street name changes subject to two conditions as follows:

L.U.C.B CONDITIONS:

1. The street name change shall take effect sixty (60) days after approval by the Memphis City Council.
2. The applicant shall be responsible for replacing all street name sign blades affected by this change and for all applicable fees charged by Memphis Light, Gas and Water Division for address re-assignments.
3. The Address Assignment Department of the Memphis Light, Gas and Water Division shall notify the current property owners alongside the roadway segment of the street name change and its effective date.

WHEREAS, on April 09, 2026, the Memphis and Shelby County Land Use Control Board at its regularly scheduled meeting considered said application and recommended approval of this request.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS, based upon evidence presented at this public hearing, the Memphis City Council concludes that there is merit in renaming Alston Avenue to Metal Museum Drive in accordance with the attached map

(SNC 2026-002)

BE IT FURTHER RESOLVED, THAT, This street name change ordinance shall take effect on the date determined by the Address Assignment Department of Memphis Light, Gas and Water (MLGW) and after proper notification by MLGW to affected property owners and then signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by the law.

THAT, the House Numbers Section of the Memphis Light, Gas and Water Division shall notify the current adjacent property owners of the street name change to “**Metal Museum Drive**” and its effective date.

ATTEST:

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



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>
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Starr Nichols Date 05.29.2026

Division Director

Eatha Couch Date 6/1/2026

Budget Manager

Tanika Jennings Date 6/1/2026

Chief Financial Officer or Deputy CFO

Legal Review (initials)

DS
CMH

DocuSigned by:
Tannera Gibson Date 6/1/2026

Chief Legal Officer

John Branah Date 6/1/2026

Chief of Dev & Infrastructure (for PW, ENG, HCD, DPD)

Antonio Adams Date 6/1/2026

Chief Operating Officer

Intergovernmental Receipt (initials)

Initial
feh



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



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
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Expenditures

Engineering-Architecture	\$250,000
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Initial
kt

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:

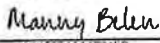
Project Summary: TDEC has made grant funding available for work on Asset Management Plans to effectively manage water infrastructure under the DWR SWIG Asset Management Plan Grant (AMP). The City of Memphis already has several activities underway for stormwater asset management under the Memphis Stormwater 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:

 8/21/2025
 A2C50E1AA1234EB
Division Director John Zeanah **Date**

DocuSigned by:

 8/25/2025
 570F3187C005403
Tannera Gibson, Chief Legal Officer **Date**

Signed by:

 8/25/2025
 AE09C16A0BC24D2
Chief Operating Officer or
Chief of Development & Infrastructure **Date**

DocuSigned by:

 8/25/2025
 730070E798C4433
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				000004104	
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 —	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		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.			
<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-LLLL, "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 offense 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-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/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 THE RECOMMENDATIONS OF THE ADVISORY BOARD RELATED TO PUBLIC USE FUNDS FROM ARTIFICIAL INTELLIGENCE PROPERTIES

WHEREAS, the Memphis City Council on September 9, 2025, approved by resolution the formation of the Advisory Board Related to Public Use Funds From Artificial Intelligence Properties for the purpose of providing annual oversight and recommendations to the City Council regarding the allocation of lawfully available funds, in an amount equal to a portion of property tax revenues collected by the City on certain artificial intelligence properties; and

WHEREAS, the Public Advisory Board has reviewed community survey data, information provided by City Administration, and recommendations submitted by Board members regarding the allocation of these funds within the directly impacted communities; and

WHEREAS, the Public Advisory Board seeks to ensure that these funds are invested in programs and services that provide direct, measurable, and lasting benefits to residents residing within the impacted area for generations and generations to come; and

NOW, THEREFORE, BE IT RESOLVED that the Public Advisory Board members share and propose the following recommendations to the Memphis City Council for adoption:

1. Healthy Homes, Housing Stability, and Pre-Weatherization Assistance

- Establish a Community Stability, Housing, and Health Grant Program to support residents experiencing housing instability, environmental burdens, and health-related hardships.
- Allocate up to One Million Dollars (\$1,000,000) for a Pre-Weatherization Assistance Program (Pre-WAP) to provide inspections and critical home repairs, including roof repair, window repair, masonry repair, ventilation improvements, mold remediation, water damage repair, and other improvements necessary to prepare homes for weatherization and improve housing conditions.
- Support healthy homes initiatives that address indoor air quality, lead exposure, pests, mold, and other environmental conditions affecting public health.

2. Community Health and Healthcare Access

- Provide grant funding to qualified healthcare organizations capable of delivering direct healthcare services to residents, including preventative care, routine checkups, respiratory care, inhalers, medications, and other essential health services.
- Establish a healthcare assistance grant program to help families offset costs related to health maintenance, doctor's visits, prescription medications, and medically necessary health instruments and devices.

3. Public Safety and Neighborhood Stabilization

- Support public safety initiatives that improve neighborhood conditions, resident well-being, and community stability.
- Prioritize investments that address factors contributing to crime, blight, and neighborhood deterioration.

4. Workforce Development and Economic Opportunity

- Provide grant funding to qualified workforce development organizations to support job training, career readiness, apprenticeships, credentialing programs, and employment placement opportunities for impacted residents.

5. Blight Remediation and Neighborhood Revitalization

- Prioritize blight remediation efforts that combine environmental justice, neighborhood revitalization, economic opportunity, and public health improvement.
- Support initiatives addressing vacant properties, illegal dumping, code enforcement, environmental cleanup, property reclamation, and neighborhood beautification.

6. Air Quality Monitoring and Environmental Mitigation

- Provide grant funding to organizations engaged in air quality monitoring, environmental assessments, environmental education, and community-based environmental health initiatives.
- Support the purchase and deployment of air quality monitoring equipment and technologies within impacted communities.

7. Infrastructure Improvements and Street Paving

- Support infrastructure projects that directly benefit impacted communities, including street paving, resurfacing, sidewalk improvements, drainage improvements, and other neighborhood infrastructure investments that improve safety and quality of life.

8. Community Accountability Advisory Board

- Formalize a Community Accountability Advisory Board within the one percent (1%) Environmental and Sustainability Education Set-Aside.
- Support public education, outreach, transparency, accountability, resident engagement, and ongoing evaluation of community benefit grant investments.

9. Southwest Memphis Environmental Dashboard

- Develop and maintain a public-facing environmental dashboard to track air quality data, environmental assessments, illegal dumping complaints, vacant properties, demolitions,

code violations, blight elimination activities, environmental remediation projects, and other community impact metrics.

10. Community Notification and Public Engagement

- Ensure all residents residing within a five-mile radius of Colossus I and Colossus II receive timely notification regarding community benefit grant programs, eligibility requirements, environmental monitoring activities, and opportunities for public participation.
- Conduct quarterly community meetings with district City Council members, City Administration representatives, and community stakeholders to provide updates, receive feedback, and promote transparency regarding community benefit grant investments.

11. Food Access and Food Pantry Support

- Provide grant funding to support food pantries, community fridges, mobile food distribution programs, and emergency food assistance within the five-mile radius of Colossus I and Colossus II.
- Coordinate with trusted community organizations to ensure equitable distribution of food resources and eliminate gaps in access.

Sponsor:

Memphis City Council

Chair:

Jana Swearngen-Washington

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING BUDGET TO
DEDICATE A MINIMUM OF TEN MILLION DOLLARS (\$10,000,000.00) IN AUTO
REGISTRATION FEE REVENUES TO PUBLIC TRANSPORTATION**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2026; and

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

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

WHEREAS, it is the intent of the Council that a minimum of Ten Million Dollars (\$10,000,000.00) in collections generated from auto registration fees, project number titled “Total Entity 0111: General Fund”, be allocated and appropriated to public transportation; and

WHEREAS, the Council further recommends that future Councils continue and, where feasible, expand this dedicated revenue stream in order to support long-term public transportation needs within the City of Memphis.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by allocating and appropriating a minimum of Ten Million Dollars (\$10,000,000.00) in auto registration fee collections to public transportation effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Sponsor:

Jerri Green

Yolanda Cooper-Sutton

RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING BUDGET

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

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

WHEREAS, the Council has identified a need to increase funding for the Pre-K Fund (Fund 260), Expense Account No. 061175 – Pre-K Program, to a total funding level of \$8,500,000 for Fiscal Year 2027; and

WHEREAS, the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by making a reduction of \$1,500,000 from the Sales Tax Referendum Fund (Fund 245) or suitable funding sources as identified by City Administration and increasing the Pre-K Fund (Fund 260), Expense Account No. 061175 – Pre-K Program by \$1,500,000.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by reducing \$1,500,000 from the Sales Tax Referendum Fund (Fund 245) or suitable funding sources as identified by City Administration and increasing the Pre-K Fund (Fund 260), Expense Account No. 061175 – Pre-K Program by \$1,500,000, effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Co-sponsors:

Michalyn Easter-Thomas
Jerri Green
Jana Swearngen-Washington
Yolanda Cooper-Sutton
JB Smiley, Jr.
Edmund Ford, Sr.
Pearl Eva Walker
Janika White
J. Ford Canale
Rhonda Logan
Dr. Jeff Warren

Chairwoman:

Jana Swearngen-Washington

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 CAPITAL IMPROVEMENT
PROGRAM BUDGET FOR MUD ISLAND AMPHITHEATER REPAIRS**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

WHEREAS, the Council has identified a need for funds to be allocated for repairs to the Mud Island Amphitheater, an entertainment venue that previously served the City of Memphis for many years and attracted thousands of Memphians and tourists for concerts and events; and

WHEREAS, in February 2025, Councilmembers JB Smiley, Jr., Jerri Green, Jana Swarengen-Washington, Pearl Eva Walker, Edmund Ford, Sr., and Yolanda Cooper-Sutton signed a letter of support for a concert series proposed by Downtown Neighborhood Association and Save the Amphitheater to reactivate the dormant venue; and

WHEREAS, a vendor estimate for concrete work and ADA-related repairs at Mud Island Amphitheater in the amount of \$96,875 was received by the City of Memphis Administration in June 2025; and

WHEREAS, these repairs to the facility would begin the work of reactivating the venue safely for potential events; and

WHEREAS, the Memphis City Council hereby amends the Capital Improvement Program Budget for Fiscal Year 2027 by reducing Harbor Docks Project (PW04123) by \$150,000 and creating a line item titled Mud Island Amphitheater Repairs (Project Number to be determined by City of Memphis Administration) and increasing it by \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Capital Improvement Program for Fiscal Year 2027 by reducing \$150,000 from the Harbor Docks Project (PW04123) or other funding source(s) deemed appropriate by the City of Memphis Administration and increasing the newly created Mud Island Amphitheater Repairs line item (Project Number TBD) by \$150,000 effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

Sponsors:

JB Smiley, Jr.

Jana Swarengen-Washington

Yolanda Cooper-Sutton

Pearl Eva Walker

Jerri Green

Dr. Jeff Warren

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING BUDGET TO ESTABLISH
THE COUNCIL FAMILY YOUTH STABILIZATION PACKAGE**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

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

WHEREAS, the Council desires to establish the Council Family Youth Stabilization Package to provide housing assistance, foster youth transition support, food security assistance, and related stabilization services to vulnerable Memphis residents;

WHEREAS, the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by making a reduction of \$1,500,000 from the Capital Pay Go Fund or suitable funding sources as identified by City Administration for the creation and implementation of the Council Family Youth Stabilization Package.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by reducing \$1,500,000 from the Capital Pay Go Fund or suitable funding sources as identified by City Administration for the creation and implementation of the Council Family Youth Stabilization Package.

BE IT FURTHER RESOLVED that the funds appropriated for the Council Family Youth Stabilization Package shall be allocated as follows:

1. \$500,000 for temporary housing assistance and family stabilization services for families with enrolled school-age children experiencing housing insecurity.
2. \$500,000 for transition assistance, housing support, and stabilization services for youth aging out of foster care. Priority shall be given to youth who demonstrate enrollment in an educational program, workforce training program, or employment opportunity.
3. \$250,000 for food assistance and food security programs benefiting refugee and immigrant families residing in the City of Memphis.
4. Up to \$250,000 for program administration, implementation, program expansion, and additional stabilization services as determined necessary by the Administration to further the goals of the Council Family Youth Stabilization Package.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Co-Sponsors:
Michalyn Easter-Thomas
Jerri Green
JB Smiley, Jr.
Yolanda Cooper-Sutton

Chairwoman:
Jana Swarengen-Washington

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING BUDGET TO
APPROPRIATE FUNDS FOR SECURITY CAMERAS IN CITY PARKS**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

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

WHEREAS, the Memphis City Council recognizes the importance of maintaining safe and accessible parks for residents and visitors; and

WHEREAS, the Memphis City Council hereby amends the Fiscal Year 2027 Capital Improvement Program Budget by making a reduction of \$500,000 from Capital Pay-Go funds or suitable funding sources as identified by City Administration for park security improvements.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by reducing \$500,000 from the Capital Pay Go Fund or suitable funding sources as identified by City Administration for park security improvements.

BE IT FURTHER RESOLVED that the funds appropriated pursuant to this Resolution shall be used for the installation, expansion, replacement, and enhancement of security camera systems in parks owned and operated by the City of Memphis.

BE IT FURTHER RESOLVED that, upon completion of the installation of security cameras in City of Memphis parks, any remaining funds may be used for repairs, maintenance, and other park-related needs identified by the Memphis Parks Division and approved by the Administration.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Co-Sponsors:

Michalyn Easter-Thomas
Jerri Green
Yolanda Cooper-Sutton
Rhonda Logan
Philip Spinosa
Jana Swearengen-Washington
Pearl Eva Walker

Chairwoman:

Jana Swearengen-Washington

A RESOLUTION TO AMEND THE FISCAL YEAR 2027 PROPOSED CAPITAL IMPROVEMENT PLAN PROGRAM BUDGET FOR REPAIR CONTINGENCIES AT THE MEMPHIS ZOO AND COMPLETION OF THE METAL MUSEUM'S TRANSITION TO RUST HALL

WHEREAS, the Mayor submitted a proposed Operating and Capital Improvement Plan budget for Fiscal Year 2027 to the Memphis City Council on April 21, 2026; and

WHEREAS, the Budget Committee of the Council has held meetings and thoroughly vetted the proposed Operating and Capital Improvement Plan budgets and will make approved revisions, thereto; and

WHEREAS, the Council has identified the need for additional capital funding allocations to support contingency funding for unexpected system failures at the Memphis Zoo, as well as the final construction phase of the Metal Museum as it completes its transition to Rust Hall, a City-owned property; and

WHEREAS; the Memphis Zoo receives an annual allocation of \$250,000 from the City of Memphis to support the implementation of major maintenance, however, such allocations do not sufficiently cover the failure of major systems such aquatic life support systems, and HVAC and climate controls; and

WHEREAS; the Metal Museum, a local art institution devoted exclusively to metalwork, broke ground on its transition to the renovated Rust Hall campus at Overton Park in April 2024, and with the anticipation of the project's completion in May 2026; however, a significant funding gap has delayed the timeline for completion and;

WHEREAS; the Memphis City Council hereby amends the proposed Capital Improvement Plan Budget for Fiscal Year 2027 by adding the following allocations:

- An additional \$1,500,000 allocation to Zoo Major Maintenance, Project Number PK09002 under the purview of Memphis Parks; bringing the total project allocation to \$1,750,000
- The creation and subsequent allocation of \$1,000,000 a line item for the Metal Museum, Project PK-TBD

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the proposed Capital Improvement Plan for Fiscal Year 2027 by increasing the overall general obligation bond threshold, a funding source housed solely within the capital budget, by \$2,500,000 in additional General Obligation Bond allocations, an action that the legislative body reserves the explicit right to modify -- surpassing the initial proposed General Obligation bond threshold of \$106,375,008, to accommodate the aforementioned line items, effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

Sponsor: Dr. Jeff Warren

RESOLUTION TO AMEND THE FISCAL YEAR 2027 OPERATING BUDGET

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

WHEREAS, the Council has identified a need for funds to be allocated to initiatives that serve the City of Memphis and significantly contribute to its cultural, educational, economic, and community development; and

WHEREAS, Africa in April, Inc., Slave Haven Underground Railroad Museum, Memphis Black Healers Collective, Heal the Hood Foundation, Freedman’s Bureau, BE Institute, and SVP Inc. provide programming and services that benefit the residents of Memphis through cultural preservation, education, community engagement, youth development, wellness initiatives, and neighborhood investment.

NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby amends the Operating Budget for Fiscal Year 2027 by reducing a total of \$192,000 from Administration Grants (100101-059600), thereby allocating those funds as follows:

- \$100,000 to Africa in April, Inc. – City Council District 7, Super District 8
- \$15,000 to Slave Haven Underground Railroad Museum – City Council District 7, Super District 8
- \$15,000 to Memphis Black Healers Collective – City Council District 7, Super District 8
- \$25,000 to Heal the Hood Foundation – City Council District 2, Super District 9
- \$15,000 to Freedman’s Bureau – City Council District 1, Super District 9
- \$15,000 to BE Institute – City Council District 4, Super District 8
- \$7,000 to SVP Kids Inc. – City Council District 3, Super District 8

BE IT FURTHER RESOLVED, that any reallocation or readjustment of funds allocated pursuant to this resolution shall require prior approval of the Memphis City Council.

Co-sponsors:

Pearl Eva Walker
Jana Swearingen-Washington

Chairperson:

Jana Swearingen-Washington

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

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

WHEREAS, the Memphis City Council hereby amends the Capital Improvement Program for Fiscal Year 2027 by making a reduction of \$600,000 in a preexisting general obligation bond allocation from the Innovation Corridor BRT GA03028 for the following project lines:

- PK-TBD “Robert R. Church Park Improvements” in the amount of \$400,000
- PW-TBD “Asphalt Paving Streets Group 1” in the amount of \$200,000

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Capital Improvement Program for Fiscal Year 2027 by reducing \$600,000 from the Innovation Corridor BRT GA03028 and creating and allocating \$400,000 to a new project line titled “Robert R. Church Park Improvements” and also reallocating \$200,000 to PW-TBD Asphalt Paving streets Group 1, effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Sponsor:

Yolanda Cooper-Sutton

Chairperson:

Jana Swearngen-Washington

Resolution confirming Impasse Vote of the City Council pursuant to Substitute Ordinance No. 5639 regarding Total Economic Package of AFSCME

WHEREAS, pursuant to Ordinance No. 5639 (“Impasse Ordinance”), codified in Article VIII Section 2-370 of the Code of Ordinances (the “Impasse Ordinance”), the American Federation of State, County and Municipal Employees (“AFSCME”) invoked arbitration procedures for resolving an impasse over the FY 2027 total economic package of AFSCME (“TEP”) to be included in the operating budget Ordinance for FY 2027 presented by the Mayor to the Memphis City Council and sponsored by the Finance Division (“Proposed Ordinance No. 5971”); and

WHEREAS, the Memphis City Council met on June 8, 2026 as a committee of the whole (“the Impasse Committee”) and conducted a hearing in accordance with the Impasse Ordinance and recommended that AFSCME’s TEP be included in Proposed Ordinance No. 5971; and

WHEREAS, AFSCME has requested the full Council to determine if the total cost of AFSCME’s TEP shall be made part of Proposed Ordinance No. 5971; and

WHEREAS, the Impasse Ordinance requires an affirmative vote of a majority of the members of the full council to include the total cost of AFSCME’s TEP in Proposed Ordinance No. 5971 at second or third reading of the ordinance (“Impasse Vote”); and

WHEREAS, an affirmative vote FOR this resolution by a constitutional majority of the Council shall include the total cost of AFSCME’s TEP in Proposed Ordinance No. 5971 and if a constitutional majority of the Council does not approve this resolution, the City’s TEP already included in Proposed Ordinance No. 5971 shall remain unchanged; and

WHEREAS, the inclusion of the total cost of AFSCME’s TEP in Proposed Ordinance No. 5971 will increase the amount budgeted by the Mayor for AFSCME by \$3,398,055.41 in the General Fund, \$3,895,443.93 in the Solid Waste Fund, \$363,400.03 in the Sewer Fund, and \$458,876.10 in the Storm Water Fund, for a total of \$8,115,775.47, with the funding source to be determined; and

WHEREAS, the Council’s Impasse Vote to approve or not approve AFSCME’s TEP does not affect or alter the Council’s legislative authority under the Charter to approve and amend all budgets, including any decision to fund a TEP for AFSCME, if any, in Ordinance No. 5971 as finally adopted by the Council.

NOW, THEREFORE, BE IT RESOLVED by the Memphis City Council that the Impasse Vote for AFSCME is

APPROVED X

NOT APPROVED

BE IT FURTHER RESOLVED that the City Council’s approval of the recommendation of the impasse committee to include the TEP of the AFSCME in the FY 2027 General Fund Operating Budget, Solid Waste Fund, Storm Water Fund, and Sewer Fund adopted in Proposed Ordinance No. 5971 is subject to the availability and appropriation of funds to finance the same and limited by the funding provided in the General Fund Operating Budget, Solid Waste Fund, Storm Water Fund, and Sewer Fund only.

Sponsors:
JB Smiley, Jr.
Jerri Green

Chairwoman Janika White

Amended Resolution to Allocate \$200,000 In Support of the Shelby County Environmental Court Indigents Fund to Assist in the Reduction of Blight in Memphis Neighborhoods

WHEREAS, the City of Memphis recognizes the importance of maintaining clean, safe, and healthy neighborhoods for all residents; and

WHEREAS, blighted properties contribute to crime, decrease property values, and negatively impact the overall quality of life in our communities; and

WHEREAS, many constituents facing proceedings in Shelby County Environmental Court are financially unable to comply with necessary home repairs and upkeep due to economic hardship; and

WHEREAS, the support of the Shelby County Environmental Court Indigents Fund will provide financial assistance to qualified individuals, for repairs cited by the City's Community Enhancement Division; and

WHEREAS, such an initiative aligns with the City's goals to support housing stability, reduce neighborhood blight, and promote equitable community development; and

WHEREAS, the Memphis City Council desires to ensure that funds allocated pursuant to this resolution meet the goals set forth above; and

WHEREAS, the Memphis City Council desires to align eligibility for the funds allocated pursuant to this resolution with income and age requirements as set forth herein; and

WHEREAS, the Memphis City Council desires the funds allocated pursuant to this resolution to be disseminated on a first-come-first-served basis for those who meet income and age requirements as set forth herein; and

WHEREAS, the Memphis City Council desires the funds allocated pursuant to this resolution to be disseminated exclusively for repairs cited by the City's Community Enhancement Division.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby request that \$200,000 previously allocated in the Housing and Community Development division budget shall be used for the Shelby County Environmental Court Indigents Relief.

BE IT FURTHER RESOLVED that the Court receiving the funds allocated pursuant this resolution shall be disseminated as follows, under the following circumstances:

- a. An applicant for funds allocated pursuant to this resolution must be a resident of the City of Memphis, with his/her primary residence having been cited for code violations by the City's Community Enhancement Division.
- b. The cited code violations must be before the Court receiving the funds allocated pursuant to this resolution.

c. An applicant for funds allocated pursuant to this resolution must be at least sixty-five (65) years of age, with income for all homeowners including spouse not exceeding \$38,470.00.

d. Funds allocated pursuant to this resolution must be disseminated on a first-come-first-serve basis, to applicants meeting the eligibility requirements above.

BE IT FURTHER RESOLVED that the Court receiving funds allocated pursuant to this resolution shall submit a written report detailing the usage of the funds allocated pursuant to this resolution to the Memphis City Council no later than December 31, 2026, and present on the status of the program in person upon request.

Sponsor:

Yolanda Cooper-Sutton

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

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

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

WHEREAS, the Memphis City Council hereby amends the Fiscal Year 2027 Capital Improvement Program proposed budget by advancing the project entitled "Com Center Replacement – Douglass" (Line Item No. PK-TBD) from Fiscal Year 2029 to Fiscal Year 2028 and correspondingly advancing each subsequent year of project funding by one fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the Fiscal Year 2027 Capital Improvement Program proposed budget by advancing the project entitled "Com Center Replacement – Douglass" (Line Item No. PK-TBD) from Fiscal Year 2029 to Fiscal Year 2028 and correspondingly advancing each subsequent year of project funding by one fiscal year.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Co-Sponsors:

Michalyn Easter-Thomas

Chairwoman:

Jana Swarengen-Washington

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 CAPITAL IMPROVEMENT
BUDGET FOR HOSPITALITY HUB – NORTH**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

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

WHEREAS, the Council has identified the need to move the FY28 allocation for CD01103 – Hospitality Hub North to FY27 in the amount of \$1,500,000; and

WHEREAS, the Memphis City Council hereby amends the proposed Capital Improvement Plan Budget for Fiscal Year 2027 by moving the FY28 allocation of \$1,500,000 to CD01103 – Hospitality Hub North to FY27.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the proposed Capital Improvement Plan for Fiscal Year 2027 by increasing the overall general obligation bond threshold, a funding source housed solely within the capital budget, by \$1,500,000 in additional General Obligation Bond allocations, an action that the legislative body reserves the explicit right to modify -- surpassing the initial proposed General Obligation bond threshold of \$106,375,008, to accommodate the aforementioned line item, effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

Sponsor:

Rhonda Logan

**RESOLUTION TO AMEND THE FISCAL YEAR 2027 CAPITAL IMPROVEMENT
BUDGET FOR JOHN F. KENNEDY PARK IMPROVEMENTS**

WHEREAS, the Mayor submitted to the Council of the City of Memphis on April 21, 2026, a proposed Operating Budget and Capital Improvement Program Budget for the Fiscal Year ending June 30, 2027; and

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

WHEREAS, the Council has identified the need for additional capital funding allocations to support funding for improvements at John F. Kennedy Park, a city-owned property; and

WHEREAS, the Memphis City Council hereby amends the proposed Capital Improvement Plan Budget for Fiscal Year 2027 by adding an allocation to John F. Kennedy Park and creating a line-item titled John F. Kennedy Park Improvements (Project Number to be determined by City of Memphis Administration).

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby amends the proposed Capital Improvement Plan for Fiscal Year 2027 by increasing the overall general obligation bond threshold, a funding source housed solely within the capital budget, by \$1,200,000 in additional General Obligation Bond allocations, an action that the legislative body reserves the explicit right to modify -- surpassing the initial proposed General Obligation bond threshold of \$106,375,008, to accommodate the aforementioned line item, effective upon approval of this resolution and to be incorporated into the Fiscal Year 2027 Budget Ordinance.

BE IT FURTHER RESOLVED that any allocation or readjustment from this line item to another project must receive prior approval by the Memphis City Council.

Sponsor:

Rhonda Logan