SUBSTITUTE RESOLUTION

A RESOLUTION APPROVING A STREET NAME CHANGE TO RENAME IKEA WAY TO CORDOVA MARKET DRIVE BETWEEN NORTH GERMANTOWN PARKWAY AND MARKET FARMS DRIVE, KNOWN AS CASE NUMBER SNC 2026-003

WHEREAS, Chapter 9.10 of the Memphis and Shelby County Unified Development Code, being a section of Joint Ordinance No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to change street names; and

WHEREAS, Lindsay Kennan filed an application with the Memphis and Shelby County Division of Planning and Development to change the name of Street from Ikea Way to Cordova Market Drive; and

WHEREAS, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on September 10, 2026, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS, that, pursuant to Chapter 9.10 of the Memphis and Shelby County Unified Development Code, a street name change is hereby approved, renaming Ikea Way to Cordova Market Drive between North Germantown Parkway and Market Farms Drive in accordance with the conditions set forth herein and as depicted on the Street Name Change Plan.

BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after the date of its passage by the Council of the City of Memphis, as otherwise provided by law, the public welfare requiring it.

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 the cost of 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.

STREET NAME CHANGE PLAN



Subject right-of-way indicated in red.

ATTEST:

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A FRAMEWORK FOR THE CREATION AND STATE APPROVAL OF A NONPROFIT COMMUNITY BENEFIT AGENCY; TO AUTHORIZE COORDINATION BETWEEN THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE FOR THE LAWFUL RECEIPT, ADMINISTRATION, AND DISTRIBUTION OF DATA CENTER COMMUNITY-BENEFIT FUNDING; TO PROVIDE FOR COMMUNITY REPRESENTATION, FINANCIAL ACCOUNTABILITY, AND PUBLIC OVERSIGHT; AND TO PROVIDE FOR RELATED PURPOSES.

WHEREAS, the City of Memphis recognizes the significant economic development opportunities associated with the establishment, operation, and expansion of data centers and other large-scale technology infrastructure within the City; and

WHEREAS, the City recognizes the importance of ensuring that economic development associated with data centers produces measurable and sustained benefits for Memphis residents, neighborhoods, small businesses, and community-serving organizations; and

WHEREAS, the City seeks to establish a transparent and accountable framework through which eligible community-benefit contributions from data center operators and other participating entities may be received, administered, and distributed for authorized public and community purposes; and

WHEREAS, the City recognizes that the establishment and operation of a nonprofit community benefit agency, including its authority to receive, administer, or distribute public funds, must comply with applicable provisions of the Tennessee Constitution, the Charter of the City of Memphis, Tennessee law, and applicable federal law; and

WHEREAS, the City intends to coordinate with the State of Tennessee and other appropriate governmental authorities to determine the legal structure, approvals, registrations, and statutory authority necessary to establish and operate such an agency; and

WHEREAS, the City recognizes the importance of ensuring that community-benefit funding is administered in a manner that promotes transparency, equitable access, fiscal responsibility, meaningful community participation, and measurable public benefit; and

WHEREAS, the City Council finds that the development of a legally authorized Community Benefit Agency framework warrants formal evaluation and coordination among the City administration, the City Attorney, appropriate state authorities, data center operators, and affected communities;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT.

The purpose of this Ordinance is to establish a municipal framework for developing a nonprofit Community Benefit Agency to facilitate the lawful receipt, administration, management, and distribution of eligible community-benefit funding associated with data centers operating or proposed to operate within the City of Memphis.

The intent of this Ordinance is to:

(a) Establish a process for creating or designating an eligible nonprofit organization to serve as the Memphis Community Benefit Agency;

(b) Provide for coordination with the State of Tennessee to obtain any approvals, registrations, or additional statutory authorization required for the Agency's proposed functions;

(c) Establish a lawful mechanism through which eligible private contributions, grants, and other authorized funding may support community-benefit programs;

(d) Provide a framework for administering and distributing funding for approved community purposes;

(e) Establish appropriate financial controls, public reporting, community representation, and accountability requirements; and

(f) Ensure that the Agency operates within the authority granted by applicable law and any agreements approved by the City.

SECTION 2. PROPOSED ESTABLISHMENT OF THE MEMPHIS COMMUNITY BENEFIT AGENCY.

(a) The City of Memphis hereby authorizes the development of a framework for establishing a nonprofit organization to be known as the Memphis Community Benefit Agency, hereinafter referred to as the "Agency."

(b) The Agency shall be organized or designated under a legal structure approved by the appropriate authorities and determined to be permissible under Tennessee law.

(c) The Agency may be established as an independent nonprofit corporation or through another lawful organizational structure approved following review by the City Attorney and consultation with appropriate state authorities.

(d) The Agency shall not exercise governmental powers, impose mandatory assessments, collect municipal taxes, or control public funds except to the extent expressly authorized by applicable law and any duly approved agreement.

(e) Nothing in this Ordinance shall be construed to establish the Agency as a department, division, or instrumentality of the City unless such status is separately authorized by law and expressly established through the appropriate legal process.

SECTION 3. COORDINATION WITH THE STATE OF TENNESSEE.

(a) The Mayor, or the Mayor's designee, is hereby authorized and directed to coordinate with the City Attorney and appropriate state agencies to determine the legal requirements for establishing and operating the Agency.

(b) Such coordination shall include, as applicable:

1. Determining the requirements for incorporation or other lawful establishment of the Agency under Tennessee law;

2. Determining whether additional state authorization is required for the Agency to perform its proposed functions;

3. Determining the requirements applicable to the Agency's receipt and administration of private contributions, grants, and authorized public funds;

4. Determining whether the Agency may lawfully administer or distribute funds associated with existing or future municipal community-benefit programs;

5. Determining whether any proposed transfer, appropriation, grant, or contractual payment to the Agency requires additional legislative approval, public notice, reporting, or audit procedures; and

6. Identifying any additional state legislation or other governmental approvals necessary to implement the intended funding mechanism.

(c) If the City Attorney determines that the Agency's proposed functions require additional state legislation or authorization, the Mayor and appropriate City officials are authorized to prepare recommendations for consideration by the City Council and submission to the appropriate state authorities.

(d) Nothing in this Section shall be construed to represent that the State of Tennessee has approved the Agency or that any state approval is guaranteed.

SECTION 4. COMMUNITY-BENEFIT FUNDING SOURCES.

Subject to applicable law, the Agency may be authorized to receive or administer funding from the following sources:

(a) Voluntary financial contributions made by data center operators, owners, developers, or affiliated entities pursuant to written agreements;

(b) Corporate community investment contributions designated for eligible community-benefit purposes;

(c) Grants and contributions from foundations, charitable organizations, philanthropic entities, and other eligible private sources;

(d) Grants or other funding awarded by federal, state, county, or municipal governmental entities, where permitted by applicable law and the terms of the applicable award;

(e) Municipal appropriations, grants, or contractual payments that have been separately authorized and approved in accordance with applicable law; and

(f) Other lawful funding sources consistent with the Agency's approved purposes.

All funding arrangements shall identify the source of funds, permitted uses, applicable restrictions, reporting requirements, and any conditions governing disbursement.

No provision of this Ordinance shall be construed to impose a tax, fee, assessment, or mandatory financial contribution upon any data center operator without independent legal authority.

SECTION 5. MUNICIPAL COORDINATION AND AUTHORIZATION.

(a) The City is authorized to evaluate and develop lawful agreements with the Agency for the administration, implementation, or support of eligible community-benefit programs.

(b) Any agreement involving municipal funds, municipal property, public revenue, or the administration of a City program shall be subject to review by the City Attorney and approval by the officials or legislative body required under the City Charter and applicable law.

(c) The City shall determine whether existing community-benefit programs, grants, appropriations, or other authorized funding mechanisms may lawfully be administered in whole or in part through the Agency.

(d) No municipal funds shall be transferred to the Agency solely by virtue of this Ordinance. Any such transfer must be supported by an independent lawful funding mechanism and the necessary appropriation, agreement, approval, or other authorization.

(e) Where required by law, the City shall retain appropriate oversight over the expenditure of public funds and shall ensure that all applicable financial reporting, public inspection, and audit requirements are satisfied.

(f) Nothing in this Ordinance shall be interpreted as transferring taxing authority, governmental regulatory authority, or the City's legislative powers to the Agency.

SECTION 6. AUTHORIZED COMMUNITY-BENEFIT PURPOSES.

Subject to the terms of each funding source and applicable law, funds administered through the Agency may support the following purposes:

(a) Neighborhood revitalization and eligible community improvement projects;

(b) Workforce development, technical education, apprenticeships, and employment preparation;

(c) Small-business development, entrepreneurship, and access to economic opportunities;

(d) Youth development, educational programming, and technology training;

(e) Housing stability and eligible neighborhood stabilization initiatives;

(f) Environmental monitoring, environmental education, and eligible projects addressing community impacts associated with industrial and technology infrastructure;

(g) Public health education and eligible community health initiatives;

(h) Public safety and community resilience programs;

(i) Capacity building and operational support for eligible nonprofit organizations serving Memphis residents; and

(j) Other lawful charitable, educational, economic development, or community purposes approved in accordance with the Agency's governing documents and applicable funding requirements.

The Agency shall establish written eligibility standards and procedures for evaluating applications and selecting funded projects.

No applicant shall be guaranteed funding solely because the applicant operates within a particular neighborhood or geographic area.

SECTION 7. GOVERNANCE AND COMMUNITY REPRESENTATION.

(a) The Agency shall adopt governing documents establishing its mission, organizational structure, board responsibilities, decision-making procedures, and financial accountability requirements.

(b) To the extent permitted by its legal structure, the Agency shall provide for meaningful representation of Memphis communities affected by data center development.

(c) The Agency shall consider appropriate representation from community-based organizations, neighborhood leaders, workforce development organizations, small-business interests, and individuals with relevant financial, legal, environmental, or economic development expertise.

(d) Board members and officers shall comply with written conflict-of-interest policies and shall disclose material financial or organizational interests relating to proposed funding decisions.

(e) No board member, officer, employee, or related entity shall receive an improper personal benefit from the Agency's funding decisions.

(f) The Agency shall establish a process for public input concerning community priorities and proposed funding initiatives.

(g) The Agency's governance structure shall not displace the authority of the Memphis City Council or other governmental bodies established by law.

SECTION 8. FINANCIAL MANAGEMENT, REPORTING, AND AUDIT.

(a) The Agency shall maintain accurate books, records, and accounts documenting all receipts, expenditures, grants, contracts, and other financial transactions.

(b) Funds subject to specific donor, grant, contractual, or statutory restrictions shall be separately accounted for and used only for authorized purposes.

(c) The Agency shall prepare an annual report identifying, to the extent permitted by law and consistent with applicable privacy requirements:

1. The amount of funding received by source;

2. The amounts allocated and disbursed;

3. The programs and projects supported;

4. The organizations receiving grants or other assistance;

5. The administrative expenses incurred;

6. The outcomes and community benefits achieved; and

7. Any material findings arising from required audits or financial reviews.

(d) The Agency shall comply with all applicable audit, financial reporting, and public disclosure requirements.

(e) Any nonprofit organization receiving municipal financial assistance shall comply with applicable Tennessee law, including statutory reporting and audit requirements where applicable.

(f) The City may require additional reporting, financial controls, performance measures, or audit provisions through any agreement entered into with the Agency, to the extent permitted by law.

(g) The Agency shall maintain written procurement, grant-selection, record-retention, and financial approval procedures appropriate to the nature and amount of the funds it administers.

SECTION 9. IMPLEMENTATION PLAN.

(a) Within ninety (90) days after the effective date of this Ordinance, or within such additional time as may be reasonably necessary, the Mayor or the Mayor's designee shall coordinate with the City Attorney and appropriate City departments to prepare an implementation report.

(b) The implementation report shall address:

1. The proposed legal structure of the Agency;

2. Applicable state incorporation, registration, and authorization requirements;

3. Any federal tax-exempt recognition sought by the Agency;

4. The legal mechanisms available for receiving private data center contributions;

5. The legal mechanisms available for receiving or administering authorized public funds;

6. Potential agreements with data center operators and other funding partners;

7. Financial oversight, auditing, and reporting requirements;

8. A proposed governance and community representation structure;

9. Estimated administrative costs and potential funding sources; and

10. Any recommended amendments to this Ordinance or proposed state legislation.

(c) The implementation report shall be submitted to the Mayor and City Council for review and any further action deemed appropriate.

(d) The submission of the implementation report shall not itself authorize the transfer of public funds or the commencement of any activity requiring separate governmental approval.

SECTION 10. AGREEMENTS WITH DATA CENTER OPERATORS.

(a) Subject to applicable law, the City may evaluate agreements with data center operators, owners, developers, or affiliated entities concerning voluntary community-benefit contributions.

(b) Any such agreement shall identify the contributing entity, contribution amount or method of calculation, payment schedule, permitted uses, reporting requirements, and other material terms.

(c) Agreements involving public funds, municipal property, public incentives, or other governmental commitments shall receive the legal and administrative approvals required by applicable law.

(d) Nothing in this Section shall be construed to authorize the City to impose a contribution requirement that is otherwise prohibited by law.

(e) No agreement shall supersede applicable environmental, public safety, land use, utility, or other regulatory requirements.

SECTION 11. PUBLIC TRANSPARENCY AND COMMUNITY PARTICIPATION.

(a) The Agency shall establish a process for receiving public input concerning its funding priorities and community-benefit programs.

(b) The Agency shall publish its annual report and other information required by law or by agreement with the City.

(c) Where permitted by law, the Agency shall provide public access to information concerning funding awards, program outcomes, and financial accountability.

(d) The Agency shall establish procedures for receiving and reviewing complaints regarding funding decisions, financial management, conflicts of interest, or compliance with its governing documents.

(e) Nothing in this Section shall be construed to exempt any record, meeting, transaction, or entity from a public records, open meetings, or disclosure requirement that otherwise applies under law.

SECTION 12. NO AUTOMATIC APPROPRIATION OR TRANSFER OF PUBLIC FUNDS.

(a) This Ordinance does not, by itself, appropriate money from the City treasury or authorize the transfer of municipal tax revenue to the Agency.

(b) Any municipal appropriation or transfer shall be made only pursuant to applicable law, an approved budget or appropriation, and all required legislative and administrative approvals.

(c) The City shall determine whether any proposed appropriation or financial assistance is subject to Tennessee Code Annotated § 6-54-111 or any other applicable statutory requirements.

(d) No provision of this Ordinance shall be construed to alter the legal ownership, allocation, or disposition of existing tax revenue or other public funds.

(e) The Agency shall have no independent authority to levy or collect taxes or compulsory assessments.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW.

The Agency and all agreements, grants, and transactions undertaken pursuant to this Ordinance shall comply with applicable federal law, Tennessee law, the Charter of the City of Memphis, applicable City ordinances, and any lawful conditions imposed upon the receipt or use of funds.

If any proposed function of the Agency requires additional statutory authority or governmental approval, that function shall not commence until the required authority or approval has been obtained.

SECTION 14. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

SECTION 15. IMPLEMENTING AUTHORITY.

The Mayor, the City Attorney, and appropriate City departments are authorized to take administrative actions consistent with this Ordinance to evaluate, develop, and implement the proposed Community Benefit Agency framework, subject to applicable law and any additional approvals required by the City Charter or other governing authority.

Any agreement requiring City Council approval shall be submitted to the Council in accordance with applicable procedures.

SECTION 16. EFFECTIVE DATE.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this Ordinance shall take effect from and after the date it has been 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(S): __Dr Jeff Warren, _____

CHAIRMAN OF THE COUNCIL: _____

MAYOR: _____

DATE OF PASSAGE: _____

RESOLUTION approving engineering plans for:
Getwell Road and Arnold Road C-Store
and accepting Bond as security

WHEREAS, **AAN Investment Holdings, LLC.**, is the Developer of a certain property within the present limits of the City of Memphis, as shown on the engineering plans, located 4431 Getwell Road, in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **AAN Investment Holdings, LLC.**, and the City of Memphis covering the public improvements as a part of developing the property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Getwell Road and Arnold Road C-Store** and is hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the **Western Surety Company** Performance Bond No. **73843002** in the amount of **$97,500.00** as project security.

RESOLUTION approving engineering plans for:
Union Depot P.D. First Addition - Phase 1
and accepting Bond as security

WHEREAS, **Blue Sky Communities, Inc.**, is the Developer of a certain property within the present limits of the City of Memphis, as shown on the engineering plans, located Highway 64 at Van Der Veer Drive, in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Blue Sky Communities, Inc.**, and the City of Memphis covering the public improvements as a part of developing the property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Union Depot P.D. First Addition - Phase 1** and is hereby approved.

BE IT FURTHER RESOLVED that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the **Merchants National Bonding, Inc.** Performance Bond No. **102049807** in the amount of **$1,124,900.00** as project security.

RESOLUTION accepting public improvements for
Chick-fil-A Uptown Memphis Store #5543 [CR#5465]
and releasing Bond

WHEREAS, **Chick-fil-A, Inc.**, is the Developer of a certain property in the present limits of Memphis, as shown on the engineering plans and located at 550 Uptown Street, in Memphis, Tennessee.

and

WHEREAS, all of the public improvements, required by the Standard Improvement Contract for the project, are completed;

and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the engineering plans for **Chick-fil-A Uptown Memphis Store #5543 [CR#5465]**, and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **Liberty Mutual Insurance Company**, **Performance Bond No. 016246474,** in the amount of $211,200.00, and currently held as project security, is hereby ordered released.

Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE HICKORY HILL COMMUNITY CENTER IN THE AMOUNT OF FORTY THOUSAND DOLLARS ($40,000.00).

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

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

4. **State whether this will impact specific council districts or super districts.**
   DISTRICT 3 SUPER 8

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

6. **State whether this requires an expenditure of funds/requires a budget amendment.**
   City of Memphis must accept grant funds in the amount of Forty Thousand Dollars ($40,000.00).

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

Resolution

Caption: RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE HICKORY HILL COMMUNITY CENTER IN THE AMOUNT OF FORTY THOUSAND DOLLARS ($40,000.00).

WHEREAS, the Tennessee Department of Disability and Aging administers the Senior Center Grant Program to support improvements, programming, operations, and expanded services for older adults throughout Tennessee; and

WHEREAS, the City of Memphis, through the Memphis Parks Division, submitted an application requesting funding to support senior programming and operations at the Hickory Hill Community Center; and

WHEREAS, the Tennessee Department of Disability and Aging awarded the City of Memphis Forty Thousand Dollars ($40,000.00); and

WHEREAS, the acceptance and appropriation of these grant funds require an amendment to the Fiscal Year 2027 Operating Budget of Memphis Parks; and

WHEREAS, these grant funds will allow Memphis Parks to implement the approved project and strengthen services and recreational opportunities for older adults at the Hickory Hill Community Center.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the City of Memphis hereby accepts and appropriates the Forty Thousand Dollars ($40,000.00) grant award from the Tennessee Department of Disability and Aging and amends the Fiscal Year 2027 Operating Budget of Memphis Parks for project PK90162, award 13450.

Project Title: Hickory Hill TDDA
FY27 Project Number: PK90162
Grant Amount: $40,000.00

Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE J.K. LEWIS SENIOR CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00).

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

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

4. **State whether this will impact specific council districts or super districts.**
   DISTRICT 7 SUPER 8

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

6. **State whether this requires an expenditure of funds/requires a budget amendment.**
   City of Memphis must accept grant funds in the amount of Fifty Thousand Dollars ($50,000.00).

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

Resolution

Caption: RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE J.K. LEWIS SENIOR CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00).

WHEREAS, the Tennessee Department of Disability and Aging administers the Senior Center Grant Program to support improvements, programming, operations, and expanded services for older adults throughout Tennessee; and

WHEREAS, the City of Memphis, through the Memphis Parks Division, submitted an application requesting funding to support senior programming and operations at the J.K. Lewis Senior Center; and

WHEREAS, the Tennessee Department of Disability and Aging awarded the City of Memphis Fifty Thousand Dollars ($50,000.00); and

WHEREAS, the acceptance and appropriation of these grant funds require an amendment to the Fiscal Year 2027 Operating Budget of Memphis Parks; and

WHEREAS, these grant funds will allow Memphis Parks to implement the approved project and strengthen services and recreational opportunities for older adults at the J.K. Lewis Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the City of Memphis hereby accepts and appropriates the Fifty Thousand Dollars ($50,000.00) grant award from the Tennessee Department of Disability and Aging and amends the Fiscal Year 2027 Operating Budget of Memphis Parks for project PK90163, award 13451.

Project Title: J.K. Lewis TDDA
FY27 Project Number: PK90163
Grant Amount: $50,000.00

Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE FRAYSER RALEIGH SENIOR CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00).

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

3. **State whether this isa change to an existing ordinance or resolution, if applicable.**
   N/A

4. **State whether this will impact specific council districts or super districts.**
   DISTRICT 1 SUPER 9

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

6. **State whether this requires an expenditure of funds/requires a budget amendment.**
   City of Memphis must accept grant funds in the amount of Fifty Thousand Dollars ($50,000.00).

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

Resolution

Caption: RESOLUTION TO ACCEPT AND APPROPRIATE SENIOR CENTER GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR FRAYSER RALEIGH SENIOR CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00).

WHEREAS, the Tennessee Department of Disability and Aging administers the Senior Center Grant Program to support improvements, programming, operations, and expanded services for older adults throughout Tennessee; and

WHEREAS, the City of Memphis, through the Memphis Parks Division, submitted an application requesting funding to support senior programming and operations at the Frayser Raleigh Senior Center; and

WHEREAS, the Tennessee Department of Disability and Aging awarded the City of Memphis Fifty Thousand Dollars ($50,000.00); and

WHEREAS, the acceptance and appropriation of these grant funds require an amendment to the Fiscal Year 2027 Operating Budget of Memphis Parks; and

WHEREAS, these grant funds will allow Memphis Parks to implement the approved project and strengthen services and recreational opportunities for older adults at the Frayser Raleigh Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the City of Memphis hereby accepts and appropriates the Fifty Thousand Dollars ($50,000.00) grant award from the Tennessee Department of Disability and Aging and amends the Fiscal Year 2027 Operating Budget of Memphis Parks for project PK90159, award 13447.

Project Title: Frayser Raleigh FY27 Sr. Grant
Project Number: PK90159
Grant Amount: $50,000.00

RESOLUTION SUMMARY

1. Short Title Description – Contract No. 12424 – Water Well Production Drilling

2. Requested Funding – $4,000,000.00

3. Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 – December 31, 2027)

4. Type of Bid – Sealed bid

5. Awarded To – National Water Services, LLC

6. Plain Language Description – Renewal to drill up to eight (8) wells over the one (1) year renewal term.

7. Impact – MLGW must continue to drill water production wells to meet the demand by our customers. New wells consist of replacement wells and new wells added to the system.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on October 21, 2026 approved Increase and Renewal (*Change No. 4*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to increase and renew the current contract in the funded amount of $4,000,000.00, and is now recommending to the Council of the City of Memphis that it approves said increase and renewal; and

WHEREAS, the project scope is to construct up to eight (8) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances. The contract award was selected based on the Sealed Bid process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewal terms covering the period January 1, 2027 through December 31, 2027 in the amount of $10,164,689.00; of which $7,858,741.81 will be absorbed from the current contract value. The renewal amount reflects no price increase from the previous term. The total requested amount of this increase and renewal is $4,000,000.00. This increase and renewal complies with all applicable laws and policies. The new contract value is $35,613,669.90; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Increase and Renewal (*Change No. 4*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to increase and renew the current contract in the funded amount of $4,000,000.00 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners Increase and Renewal (*Change No. 4*) to Contract No. 12424, Water Well Production Drilling with National Water Services LLC to increase and renew the current contract in the funded amount of $4,000,000.00.

The project scope is to construct up to eight (8) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances, the contract award was selected based on the Sealed Bid process.

This change is to increase and renew the current contract for the third of four (4) annual renewal terms covering the period January 1, 2027 through December 31, 2027 in the amount of $10,164,689.00; of which $7,858,741.81 will be absorbed from the current contract value. The renewal amount reflects no price increase from the previous term. The total requested amount of this increase and renewal is $4,000,000.00. This increase and renewal complies with all applicable laws and policies. The new contract value is $35,613,669.90.

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 Increase and Renewal (*Change No. 4*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to increase and renew the current contract in the funded amount of $4,000,000.00, as outlined in the foregoing preamble, is approved; and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. Short Title Description – Contract No. 10793 - Professional Portfolio Software

2. Requested Funding – $15,337.93

3. Award Duration – Ratification, Renewal and Increase (May 11, 2026 through May 10, 2027)

4. Type of Bid – Sole Source

5. Awarded To – Advent Software, Incorporated

6. Plain Language Description – This contract renews our maintenance agreement with SSC Advent for Treasury Management's automated portfolio accounting, reporting, and performance measurement software.

7. Impact – The SSC Advent software is a comprehensive tool for managing various asset types, streamlining reconciliation, compliance, and trading. It provides customizable reports and enhances financial oversight that gives Treasury Management a comprehensive and clear view of the Pension, OPEB Trust and Common funds financial positions.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Ratification, Renewal and Increase (*Change No. 20*) to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify, renew and increase the current contract in the funded amount of $15,337.93 and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal and increase as approved; and

WHEREAS, the project scope is to provide accounting and portfolio management for MLGW's Treasury Management Department. The contract award was selected based on the Sole Source selection process; and

WHEREAS, this change is to ratify, renew and increase the current contract for an additional year for the period covering May 11, 2026 through May 10, 2027 in the amount of $15,337.93 which reflects a 3% increase from the previous term. The increase is due to continued research and development, cost of products, and additional costs of doing business. MLGW is requesting the approval of continuous maintenance support of the acquired system, which can only be performed by Advent Software, Incorporated. This sole source ratification, renewal and increase comply with all applicable laws and policies. The new contract value is $715,561.13; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Ratification, Renewal and Increase (*Change No. 20)* to Contract No. 10793,

Professional Portfolio Software with Advent Software, Incorporated to ratify, renew and increase the current contract in the funded amount of $15,337.93 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners, the approval of the Ratification, Renewal and Increase (*Change No. 20*) to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify, renew and increase the current contract in the funded amount of $15,337.93.

The project scope is to provide accounting and portfolio management for MLGW's Treasury Management Department. This contract award was selected based on the Sole Source selection process.

This change is to ratify, renew and increase the current contract for an additional year for the period covering May 11, 2026 through May 10, 2027 in the amount of $15,337.93 which reflects a 3% increase from the previous term. The increase is due to continued research and development, cost of products, and additional costs of doing business. MLGW is requesting the approval of continuous maintenance support of the acquired system, which can only be performed by Advent Software, Incorporated. This sole source ratification, renewal and increase comply with all applicable laws and policies. The new contract value is $715,561.13.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification, Renewal and Increase (*Change No. 20*) to Contract No. 10793, Professional Portfolio Software, with Advent Software, Incorporated to ratify, renew and increase the current contract in the funded amount of $15,337.93, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12469 – Professional Services IS/IT (*solicited under Contract No. 12433*)**

2. **Requested Funding – $2,011,814.09**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – TEKsystems**

6. **Plain Language Description – This contract provides professional staffing services to support Information Systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project-specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable Contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12469 *(solicited under Contract No. 12433*), Professional Services IS/IT with TEKsystems to increase and renew the current contract in the funded amount of $2,011,814.09 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,011,814.09 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $5,866,416.09; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3*) to Contract No. 12469 *(solicited under Contract No. 12433*), Professional Services IS/IT with TEKsystems to increase and renew the current contract in the funded amount of $2,011,814.09 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 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 Renewal (*Change No. 3*) to Contract No. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT with TEKsystems to increase and renew the current in the funded amount of $2,011,814.09.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,011,814.09 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $5,866,416.09.

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

THAT, the approval of the Increase and Renewal (*Change No. 3*) to Contract No. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT with TEKsystems to increase and renew the current contract in the funded amount of $2,011,814.09 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12470 – Professional Services IS/IT (*solicited under Contract No. 12433*)**

2. **Requested Funding – $1,831,815.07**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – Vaco**

6. **Plain Language Description – This contract provides professional staffing services to support Information Systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project-specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable Contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12470 *(solicited under Contract No. 12433*), Professional Services IS/IT with Vaco to increase and renew the current contract in the funded amount of $1,831,815.07 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,831,815.07 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $9,099,399.05; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3*) to Contract No. 12470 *(solicited under Contract No. 12433*), Professional Services IS/IT with Vaco to increase and renew the current contract in the funded amount of $1,831,815.07 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 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 Renewal (*Change No. 3*) to Contract No. 12470 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Vaco to increase and renew the current contract in the funded amount of $1,831,815.07.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,831,815.07 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $9,099,399.05.

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 Renewal (*Change No. 3*) to Contract No. 12470 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Vaco to increase and renew the current contract in the funded amount of $1,831,815.07 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description - Contract No. 12468 - Professional Services IS/IT *(solicited under Contract No. 12433)***

2. **Requested Funding - $2,466,191.98**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid - RFP**

5. **Awarded To - Stragistics Technology, Inc.**

6. **Plain Language Description - This contract provides professional staffing services to support Information Systems as well as other areas that require expertise in computer science, engineering, accounting and finance.These services are used by the Information Services Division and other departments for both staff augmentation and project-specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact - This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12468 *(solicited under Contract No. 12433*), Professional Services IS/IT with Stragistics Technology, Inc. to increase and renew the current contract in the funded amount of $2,466,191.98 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,466,191.98 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $10,301,956.38; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3)* to Contract No. 12468 *(solicited under Contract No. 12433*), Professional Services IS/IT with Stragistics Technology, Inc. to increase and renew the current contract in the funded amount of $2,466,191.98 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 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 Renewal (*Change No. 3*) to Contract No. 12468 (*solicited under Contract No. 12433*), Professional Services IS/IT with Stragistics Technology, Inc. to increase and renew the current contract in the funded amount of $2,466,191.98.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,466,191.98 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $10,301,956.38.

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 Renewal (*Change No. 3*) to Contract No. 12468 (*solicited under Contract No. 12433*), Professional Services IS/IT with Stragistics Technology, Inc. to increase and renew the current contract in the funded amount of $2,466,191.98 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12467 - Professional Services IS/IT (*solicited under Contract No. 12433*)**

2. **Requested Funding – $2,787,084.11**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – Nextech Solutions, LLC**

6. **Plain Language Description – This contract provides professional staffing services to support Information systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12467 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Nextech Solutions, LLC to increase and renew the current contract in the funded amount of $2,787,084.11 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,787,084.11 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $10,091,394.43; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3*) to Contract No. 12467 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Nextech Solutions, LLC to increase and renew the current contract in the funded amount of $2,787,084.11 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 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 Renewal (*Change No. 3*) to Contract No. 12467 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Nextech Solutions, LLC to increase and renew the current contract in the funded amount of $2,787,084.11.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,787,084.11 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $10,091,394.43.

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 Renewal (*Change No. 3)* to Contract No. 12467 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Nextech Solutions, LLC to increase and renew the current contract in the funded amount of $2,787,084.11 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12466 - Professional Services IS/IT (*solicited under Contract No. 12433*)**

2. **Requested Funding – $2,705,909.83**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – CTD Staffing**

6. **Plain Language Description – This contract provides professional staffing services to support Information Systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project-specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal *(Change No. 3)* to Contract No. 12466 *(solicited under Contract No. 12433)*, Professional Services IS/IT with CTD Staffing to increase and renew the current contract in the funded amount of $2,705,909.83 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,705,909.83 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $11,117,563.63 and;

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal *(Change No. 3)* to Contract No. 12466 *(solicited under Contract No. 12433)*, Professional Services IS/IT with CTD Staffing to increase and renew the current contract in the funded amount of $2,705,909.83 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal (*Change No. 3)* to Contract No. 12466 *(solicited under Contract No. 12433)*, Professional Services IS/IT with CTD Staffing to increase and renew the current contract in the funded amount of $2,705,909.83.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,705,909.83 with no increase in rates from the previous term. This increase and renewal comply with all applicable laws and policies. The new contract value is $11,117,563.63.

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 Renewal (*Change No. 3)* to Contract No. 12466 *(solicited under Contract No. 12433)*, Professional Services IS/IT with CTD Staffing to increase and renew the current contract in the funded amount of $2,705,909.83 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12433 - Professional Services IS/IT**

2. **Requested Funding – $1,140,455.10**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – 1Link Technology, LLC**

6. **Plain Language Description – This contract provides professional staffing services to support Information Systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project-specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable Contractors for each need. In addition, if issues arise with one (1) vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal *(Change No. 3)* to Contract No. 12433, Professional Services IS/IT with 1Link Technology, LLC to increase and renew the current contract in the funded amount of $1,140,455.10 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,140,455.10 with no increase in rates from the previous term. This increase and renewal complies with all applicable laws and policies. The new contract value is $8,819,330.70; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal *(Change No. 3)* to Contract No. 12433, Professional Services IS/IT with 1Link Technology, LLC to increase and renew the current contract in the funded amount of $1,140,455.10 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 21, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal *(Change No. 3)* to Contract No. 12433, Professional Services IS/IT with 1Link Technology, LLC to increase and renew the current contract in the funded amount of $1,140,455.10.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,140,455.10 with no increase in rates from the previous term. This increase and renewal complies with all applicable laws and policies. The new contract value is $8,819,330.70.

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 Renewal *(Change No. 3)* to Contract No. 12433, Professional Services IS/IT with 1Link Technology, LLC to increase and renew the current contract in the funded amount of $1,140,455.10 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12465 - Professional Services IS/IT (*solicited under Contract No. 12433*)**

2. **Requested Funding – $2,372,382.11**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – Cook Systems**

6. **Plain Language Description – This contract provides professional staffing services to support Information systems as well as other areas that require expertise in computer science, engineering, accounting and finance. These services are used by the Information Services Division and other departments for both staff augmentation and project specific assignments. By maintaining agreements with multiple vendors, the organization gains access to a wider pool of qualified professionals and can choose the most suitable contractors for each need. In addition, if issues arise with one vendor, other vendors are available to ensure uninterrupted service.**

7. **Impact – This contract enables the organization to rapidly fill difficult-to-staff positions, ensure backup support for critical operations, bring in temporary expertise for specific projects, provide training and knowledge transfer, and manage workload fluctuations effectively.**

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RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12465 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Cook Systems to increase and renew the current contract in the funded amount of $2,372,382.11 and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,372,382.11 with no increase in rates from the previous term. This increase and renewal complies with all applicable laws and policies. The new contract value is $10,997,613.71; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3*) to Contract No. 12465 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Cook Systems to increase and renew the current contract in the funded amount of $2,372,382.11 as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

EXCERPT
from
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October 21, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal (*Change No. 3*) to Contract No. 12465 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Cook Systems to increase and renew the current contract in the funded amount of $2,372,382.11.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $2,372,382.11 with no increase in rates from the previous term. This increase and renewal complies with all applicable laws and policies. The new contract value is $10,997,613.71.

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 Renewal (*Change No. 3)* to Contract No. 12465 *(solicited under Contract No. 12433)*, Professional Services IS/IT with Cook Systems to increase and renew the current contract in the funded amount of $2,372,382.11 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Microsoft 365 Office User Licenses to Amend Purchase Order Number 7057248

2. **Requested Funding** – $729,411.86

3. **Award Duration** – May 29, 2024 - May 29, 2027

4. **Type of Bid – Seal Bid:** Amendment to Purchase Order Agreement Number 7057248

5. **Awarded To** – Crayon Software LLC

6. **Plain Language Description** – To amend Purchase Order No. 7057248 for Microsoft 365 user licenses. The purchase provides access to Microsoft 365 applications, including Outlook, Word, Excel, PowerPoint, Microsoft Copilot, and Power BI, which are used by MLGW personnel to communicate, collaborate, create and manage documents, analyze data, and support daily business operations.

7. **Impact** – Additional funding is necessary to support expanded staffing levels and the implementation of Microsoft Copilot AI and Power BI reporting tools. Without the procurement of additional Microsoft 365 licenses, employees will be unable to access critical business applications and collaboration platforms required to perform their job functions.



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RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 21, 2026 approved the amendment of Purchase Order number 7057248 and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the Microsoft end user licensing agreement allows MLGW to license Microsoft products to host software services and applications for Division employees. The Microsoft software products are critical resources needed for the Division's daily operations; and

WHEREAS, on April 17, 2024, the Board of Light, Gas, and Water Commissioners approved a purchase order for Microsoft 365 Office user licenses. Due to increased operational requirements, including the adoption of Microsoft Copilot AI and Power BI tools and the purchase of additional G5 licenses, we request an amendment to this purchase order. The requested increase is $729,411.86, bringing the total purchase order value to $5,283,531.21. Requesting an increase is essential to ensure we maintain uninterrupted access to Microsoft 365 Office applications; and

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WHEREAS, approval is requested to amend Purchase Order number 7057248 in the amount of $729,411.86. All existing terms and conditions will remain the same. This amendment complies with all applicable laws and policies.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the amendment of Purchase Order Number 7057248 to Crayon Software LLC in the amount of $729,411.86 chargeable to the MLGW 2026 fiscal year budget.

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The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the amendment of Purchase Order number 7057248 with Crayon Software LLC for Microsoft 365 Office user licenses in the additional amount of $729,411.86.

The Microsoft end user licensing agreement allows MLGW to license Microsoft products to host software services and applications for Division employees. The Microsoft software products are critical resources needed for the Division's daily operations.

On April 17, 2024, the Board of Light, Gas, and Water Commissioners approved a purchase order for Microsoft 365 Office user licenses. Due to increased operational requirements, including the adoption of Microsoft Copilot AI and Power BI tools and the purchase of additional G5 licenses, we request an amendment to this purchase order. The requested increase is $729,411.86, bringing the total purchase order value to $5,283,531.21. Requesting an increase is essential to ensure we maintain uninterrupted access to Microsoft 365 Office applications.

Approval is requested to amend Purchase Order number 7057248 in the

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amount of $729,411.86. All existing terms and conditions will remain the same. This amendment complies with all applicable laws and policies.

The 2026 budgeted amount for Desktop Collaboration Services is $2,159,250.00; the amount spent year-to-date is $1,303,344.26; leaving a balance available of $2,162,894.74; of which $729,411.86 will be spent on this purchase in 2026; leaving a balance available of $1,433,482.88; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, approves the amendment of Purchase Order Number 7057248 with Crayon Software LLC for Microsoft 365 Office user licenses is approved as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. Short Title Description – Contract No. 12599 - Heavy Duty/High Volume Utility Bill Insertion System

2. Requested Funding – $8,608.00

3. Award Duration – Increase and Three (3) month Extension (April 21, 2031 through July 6, 2031)

4. Type of Bid – RFP

5. Awarded To – Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance

6. Plain Language Description – This change is to ensure there are enough funds available to cover invoices due to an unexpected Tennessee filing fee and an increase in monthly payments. The contract term will be extended from April 21, 2031 to July 6, 2031 to align the 60-month term with the first invoice received.

7. Impact – This change is to ensure there are enough funds available for the invoices over the duration of the contract.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on October 21, 2026 approved the Increase and Extension *(Change No. 1)* to Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System with Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance to increase the contract value and extend the current contract in the funded amount of $8,608.00, and is now recommending to the Council of City of Memphis that it approves said increase and extension as approved; and

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

WHEREAS, this change is to increase the contract value to cover the one-time Tennessee Filing fee of $539.20 and the increase in monthly rental payments in the amount of $134.48. This monthly rental rate increase is attributable to the market index rate in effect at the time the equipment was accepted. Additionally, this change is to extend the contract term for an additional three (3) months, covering the period of April 21, 2031 through July 6, 2031 to align the contract's covered period with the date of the first invoice. This increase and extension will ensure that the 60-month contract remains active and fully funded for the entire contract term. The total funded amount of this increase and extension is $8,608.00. This increase and extension complies with all applicable laws and policies. The new contract value is $743,428.00.

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. 1)* to Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System with Bell and Howell, LLC and the associated lease

agreement to Bell and Howell Capital Finance to increase the contract value and extend the current contract in the funded amount of $8,608.00, as approved.

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EXCERPT
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CITY OF MEMPHIS
held
October 21, 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. 1)* to Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System with Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance to increase the contract value and extend the current contract in the funded amount of $8,608.00.

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

This change is to increase the contract value to cover the one-time Tennessee Filing fee of $539.20 and the increase in monthly rental payments in the amount of $134.48. This monthly rental rate increase is attributable to the market index rate in effect at the time the equipment was accepted. Additionally, this change is to extend the contract term for an additional three (3) months, covering the period of April 21, 2031 through July 6, 2031 to align the contract's covered period with the date of the first invoice. This increase and extension will ensure that the 60-month contract remains active and fully funded for the entire contract term. The total funded amount of this increase and extension is $8,608.00. This increase and extension complies with all applicable laws and policies. The new contract value is $743,428.00.

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. 1)* to Contract No. 12599, Heavy Duty/High Volume Utility Bill Insertion System with Bell and Howell, LLC and the associated lease agreement to Bell and Howell Capital Finance to increase the contract value and extend the current contract in the funded amount of $8,608.00, as outlined in the above preamble, is approved; and further

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12408 Environmental Consulting Services**

2. **Funded Amount - $9,000,000.00**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid - RFP**

5. **Awarded to – BH&M Environmental Consultants, Inc.**

6. **Plain Language Description – To provide environmental consulting services on an "as needed" basis.**

7. **Impact – The need exists to comply with environmental regulatory requirements.**

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on October 21, 2026 approved the Increase and Renewal *(Change No. 3)* to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Inc. in the funded amount of $9,000,000.00, and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis. The contract award was based on the Request for Proposals ("RFP") evaluation process.

WHEREAS, this change is to renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $9,000,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This increase and renewal complies with all applicable laws and policies. The new contract value is $37,000,000.00.

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal *(Change No. 3)* to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Inc. in the funded amount of $9,000,000.00, as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

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October 21, 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 Renewal *(Change No. 3)* to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Inc. in the funded amount of $9,000,000.00.

The project scope is to provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis. The contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the amount of $9,000,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This increase and renewal complies with all applicable laws and policies. The new contract value is $37,000,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Renewal *(Change No. 3)* to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Inc. in the funded amount of $9,000,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12446 - *(solicited under Contract No. 12407)* Environmental Abatement Services**

2. **Requested Funding – $10,000,000.00**

3. **Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded To – Northwest Contracting Services, Incorporated**

6. **Plain Language Description – Environmental Abatement contract with Environmental Affairs, on an "as-needed" basis to provide services.**

7. **Impact – The need exists to comply with environmental regulatory requirements.**

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RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on October 21, 2026 approved the increase and renewal *(Change No. 4)* to Contract No. 12446 *(solicited under Contract No. 12407)*, Environmental Abatement Services with Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of $10,000,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects. The contract award was selected based on the Request for Proposals ("RFP") evaluation process.

WHEREAS, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2027 through December 31, 2027 in the funded not-to-exceed amount of $10,000,000.00 with no increase in rates from the initial term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This renewal complies with all applicable laws and policies. The new contract value is $35,000,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal *(Change No. 4)* to Contract No. 12446 *(solicited under Contract No. 12407)*, Environmental Abatement Services with Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of $10,000,000.00, as approved.

Docusign Envelope ID: E44B0B5B-C223-8EFD-808D-F30FD9CBCAE0

EXCERPT
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of
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CITY OF MEMPHIS
held
October 21, 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 renewal *(Change No. 4)* to Contract No. 12446 *(solicited under Contract No. 12407)*, Environmental Abatement Services with Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of $10,000,000.00.

The project scope is to furnish all supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects. The contract award was selected based on the Request for Proposals ("RFP") evaluation process.

This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2027 through December 31, 2027 in the funded not-to-exceed amount of $10,000,000.00 with no increase in rates from the initial term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This renewal complies with all applicable laws and policies. The new contract value is $35,000,000.00.

Docusign Envelope ID: E44B0B5B-C223-8EFD-808D-F30FD9CBCAE0

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 Renewal *(Change No. 4)* to Contract No. 12446 *(solicited under Contract No. 12407)*, Environmental Abatement Services with Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of $10,000,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

DocuSigned by:
Rodney Cleek
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. Short Title Description – Contract No. 12407 - Environmental Abatement Services

2. Requested Funding – $1,750,000.00

3. Award Duration – Increase and the Third of four (4) annual renewals (January 1, 2027 through December 31, 2027)

4. Type of Bid – RFP

5. Awarded To – General Construction Services, Incorporated

6. Plain Language Description – Environmental Abatement Services applicable to MLGW facilities and operations on an as-needed basis.

7. Impact – This contract includes 24/7/365 emergency response services. For the next renewal term scheduled and anticipated work includes:

- Lead Paint abatement Water High Service Pumps, Booster Pumps, and Wells per TDEC's Sanitary Survey results.
- Abatement of Asbestos roofing material on the Davis Pumping Station Aerator
- Abatement of the asbestos Gas Pipe Wrap for Corrosion Damage Assessments and Integrity Digs.
- Lead Abatement on Gas Vaults per a Fischer and Arnold vault assessment study.
- Lead Abatement on Sub 55 equipment so it can be dismantled and relocated to Sub 61.
- Emergency abatement work for mold, asbestos containing materials, lead paint, and other environmental remediation on an "as-needed" basis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on October 21, 2026 approved the increase and renewal (Change No. 3) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated in the funded not-to-exceed amount of $1,750,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects; and

WHEREAS, this change is to renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the funded not-to-exceed amount of $1,750,000.00 with no increase in rates from the initial term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This renewal complies with all applicable laws and policies. The new contract value is $6,782,000.00. This renewal complies with all applicable laws and policies. The new contract value is $6,782,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (Change No. 3) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated in the funded not-to-exceed amount of $1,750,000.00, as approved.

Docusign Envelope ID: 1F4F6BF5-0AD5-8C94-833F-E8247261240D

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The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the increase and renewal *(Change No. 3)* to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated in the funded not-to-exceed amount of $1,750,000.00.

The project scope is to furnish supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects.

This change is to renew the current contract for the third of four (4) annual renewals for the period covering January 1, 2027 through December 31, 2027 in the funded not-to-exceed amount of $1,750,000.00 with no increase in rates from the initial term. The additional funding is needed for planned and budgeted projects for the 2027 calendar year. This renewal complies with all applicable laws and policies. The new contract value is $6,782,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Renewal (Change No. 3) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated in the funded not-to-exceed amount of $1,750,000.00, as outlined in the above preamble, is approved; and further

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

DocuSigned by:
Rodney Clark
C84E2E63D610415...
VP, CFO & Secretary - Treasurer

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 21st day of October, 2026, at which a quorum was present.

CoM Public

ORDINANCE NO. 5987

ORDINANCE TO ADOPT ZONING AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE RELATIVE TO DATA CENTERS

WHEREAS, the Council has received citizen requests for the Council to take appropriate and lawful measures to regulate the location and operations of Data Centers in the City;

WHEREAS Council members have introduced several proposed ordinances to either adopt a moratorium on new Data Centers until further study could be made or adopt ordinances to provide guidance and frameworks for potential zoning ordinances;

WHEREAS the ultimate goal of the Council is to adopt zoning amendments to the UDC that will regulate siting, site review and permitting for Data Centers through an open and transparent process through the Planning process before DPD, LUCB and the Council.

NOW, THEREFORE, BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL AS FOLLOWS:

The Zoning Ordinance Amendments ("Zoning Amendments") attached hereto are hereby adopted, subject to the Council receiving a recommendation from the Land Use Control Board prior to final adoption.

The Zoning Amendments shall become effective after final adoption as provided by law and the Division of Property Development shall in due course undertake to codify the Amendments in the Unified Development Code for operation in the City of Memphis.

Sponsor:
Warren
Canale
Spinosa
Carlisle
White

JANA SWEARENGEN-WASHINGTON
CHAIRMAN

DATA CENTER INDUSTRIAL DISTRICTS

§ _____ STATEMENT OF PURPOSE.

(A) The industrial districts established in this section for Small Data Centers are designed to promote and protect the health, safety, morals, convenience, order, prosperity and other aspects of the general welfare.

(B) These general goals include, among others, the following more specific purposes:

(1) To provide sufficient space in appropriate locations to meet the needs for industrial expansion within the City;

(2) To encourage industrial development which is free from hazards to the public health and which is environmentally safe and non-polluting;

(3) To protect industrial activities against congestion, encroachment from incompatible land uses and other adverse characteristics;

(4) To protect adjacent residential and commercial areas from offensive influences; and

(5) To promote the most efficient and desirable use of land.

§ _____ LDC- DATA CENTER LIGHT INDUSTRIAL DISTRICT.

(A) Purpose and intent. These districts are designed to provide space for small to medium data center industrial and related uses which conform to a high level of performance standards and have the least objectionable characteristics. It is required that all operation of such establishments be carried on within completely enclosed buildings, thus preventing any adverse characteristics from affecting neighboring properties. These districts may provide a buffer between other districts and other industrial activities which have more objectionable influences. Residential uses are excluded from these districts.

(B) Uses and structures.

(1) Principal permitted uses and structures. For specific permitted uses allowed in this zoning district, refer to § _____.

(2) Permitted accessory uses and structures.

(a) Accessory off-street parking and loading facilities as required in §§ _____.

(b) Accessory facilities and buildings customarily incidental to a permitted use as regulated by § _____.

(3) Conditional uses. For specific conditional uses allowed in this zoning district, refer to § _____.

(4) Prohibited uses. The use of self-supplied or behind-the-meter facilities or separate stand-alone energy production facilities are prohibited in the DC Light Industrial District.

(C) Bulk regulations. For bulk regulations, which include minimum lot area, minimum lot width at the building line, and maximum height, refer to § _____.

(D) Yard requirements.

(1) General provisions. General provisions applicable to all industrial districts concerning visibility at intersections, permitted obstructions in required yards, obstructions prohibited at street intersections, exceptions to these provisions and other regulations are contained in § _____.

(2) Basic provisions. For yard requirements, which include setbacks for front, side, and rear yards, refer to § _____.

(E) Use of required yard areas. The following uses may be made of yard areas in the DC Light Industrial Districts.

(1) Landscaping. All yards not occupied by driveways and sidewalks shall be devoted to landscaping as defined in § _____.

(2) Driveways and accessory off-street parking. No driveways or parking area shall occupy more than one-half of any required yard.

(F) Site plan review process. The site plan review and approval process is outlined in § _____.

(G) Enclosure requirements. All uses shall be conducted within completely enclosed buildings except for parking and loading, exterior and other accessory uses, as regulated by § _____, which by their nature must exist outside a building.

§ _____ HDC–DATA CENTER HEAVY INDUSTRIAL DISTRICT.

(A) Purpose and intent. These districts are designed to provide space for Large Data Center industrial and related uses which by reasons of size and scale of operation, type of structures required or other similar characteristics require locations relatively well segregated from nonindustrial uses. Residential uses are excluded from these districts.

(B) Uses and structures.

(1) Permitted uses. For specific permitted uses allowed in this zoning district, refer to § _____.

(2) Permitted accessory uses and structures.

(a) Accessory off-street parking and loading facilities as required in §§ _____.

(b) Accessory facilities and buildings customarily incidental to a permitted use as regulated by § _____.

(3) Conditional uses. Use of self-supplied or behind-the-meter facilities or separate stand-alone energy production facilities require a Conditional Use Permit.

(4) Prohibited uses. Any use not allowed by right, by accessory use or by conditional use is prohibited in the DC Heavy Industrial District.

(C) Bulk regulations. For bulk regulations, which include minimum lot area, minimum lot width at the building line, and maximum height, refer to the table in § _____.

(D) Basic Yard requirements. For yard requirements, which include setbacks for front, side, and rear yards, refer to the table in § _____.

(E) Use of required yard areas. The following uses may be made of yard areas in the Heavy Industrial Districts.

(1) Landscaping. All yards not occupied by driveways and sidewalks shall be devoted to landscaping as defined in § _____.

(2) Driveways and accessory off-street parking. No driveways or parking area shall occupy more than one-half of any required yard.

(F) Site plan review process. The site plan review and approval process is outlined in § _____.

(G) Enclosure requirements. All uses shall be conducted within completely enclosed buildings except for (i) parking and loading, exterior and other accessory uses, which by their nature must exist outside a building and (ii) self-supplied or behind-the-meter facilities or separate stand-alone energy production facilities as expressly approved in a Conditional Use Permit.

§ _____ SITE PLAN REVIEW-DATA CENTERS.

1.01 Purpose and scope.

The purpose of the site plan review procedure is to ensure compliance with the City's development requirements and its land use guidelines and to encourage quality development reflective of the guiding principles of the City's land use plan. Building permits shall not be issued, nor shall any site preparation commence for uses requiring site plan review until the site plan is approved pursuant to this section. There are established submittal requirements and procedures for the review and approval of preliminary and final site plans for data centers by the City as defined in § _____. Data Center site plans will be classified as minor or major in this section; all plans will be subject to a non-discretionary review by the Development Director, Land Use Control Board ("LUCB") and/or the Memphis City Council ("City Council") as set forth in this section. The procedures and requirements set forth within this section shall provide for the timely and effective review of development proposals for data centers by the City Council, City government and various boards and commissions involved in the site plan review process.

2.01 Definitions.

(A) "Data Center" means any building, structure, or collection of buildings and associated infrastructure dedicated and used for the housing, operation, storage, processing, management, transmission, or distribution of digital information through electronic computing equipment, including servers, computer systems, artificial-intelligence computing equipment, telecommunications equipment, network equipment, data-storage equipment, environmental control systems, electrical systems, substations, backup generators and power systems, cooling systems, battery storage, mechanical equipment and related infrastructure. A facility shall be considered a Data Center regardless of whether the Data Center, its associated infrastructure and equipment is operated by the owner of the real property, a tenant, contractor, affiliate, subsidiary, or other entity.

(B) A Data Center shall also mean and include any building, structure, or collection of buildings and associated infrastructure dedicated and used for high-density computing, artificial intelligence processing, cryptocurrency mining, commercial server farming, or other computing activities requiring substantial electrical demand or specialized computing equipment.

(C) "Large Data Center" or HyperScale Data Center" shall mean a Data Center that has a projected electrical demand of twenty (20) megawatts or greater or is designed or intended to increase electrical demand to twenty (20) megawatts or greater within ten (10) years of initial occupancy and will include large-scale cooling plants, substations, backup power.

(D) "Land Use Permits" shall mean

- Rezoning ordinances;
- Planned Development ordinances;
- Conditional use permits;
- Building permits;
- Grading permits;
- Land disturbance permits

(E) "Maximum Site Electrical Demand" or "MSED" means the greatest projected coincident electrical demand of the complete Facility or campus, as certified by MLGW during its first five years after initial operation, whether supplied by MLGW, TVA-connected service, an independent power producer, behind-the-meter generation, onsite generation, storage, or any combination. MSED is measured before subtracting onsite generation or storage.

(F) "Utility Requested Load" means the maximum firm or interruptible electric demand the applicant has requested from MLGW, excluding generation not supplied by MLGW.

3.01 Initiation.

A request for site plan approval of a Data Center may be initiated by the owner or entities having a contractual interest in the property or by the authorized agent of such owner or entities as a part of any application for a Land Use Permit for such facilities.

4.01 Applicability.

The following shall require site plan review and approval:

(1) All new Data Center buildings and building additions to be constructed for properties zoned IH or proposed for properties to be rezoned IH or to be subjected to a planned development regime.

(2) All manufactured buildings or major stand-alone equipment for use in Data Center operations to be moved or located to properties zoned IH or proposed for properties to be rezoned IH or to be subjected to a planned development regime.

(3) All Large Data Centers

(4) Site alterations, including the grading, construction of driveways, loading areas and parking areas on properties zoned IH or proposed for properties to be rezoned IH or to be subjected to a planned development regime in connection with Data Center buildings and operations.

(5) Exemptions. The following shall be exempted from site plan review:

a. Lawfully operating data centers in existence at the adoption of this ordinance or internal construction, routine maintenance, repair, replacement, or modernization of existing data center facilities and equipment that does not materially increase the building footprint or impacts on parking, off-site traffic, City rights of way, storm water or sewer or wastewater infrastructure as certified by the City Engineer;

b. A Data Center computing facility does not include computer servers, data storage equipment, networking equipment, telecommunications equipment, or related computing infrastructure that is accessory or incidental to another lawful principal use of the property and primarily serves the operational

needs of that principal use. This exclusion includes, without limitation, computing infrastructure accessory to hospitals and healthcare facilities, financial institutions, educational institutions, governmental facilities, offices, retail establishments, manufacturing facilities, telecommunications facilities, and similar principal uses with Data Center computing facilities containing not more than 100,000 square feet of floor area or a MSED of twenty (20) megawatts or less.

5.01 Site plan levels.

Site plans require two (2) different levels of approval depending on the intensity and type of project, which are Minor Site Plans and Major Site Plans.

(1). Minor Site Plans are:

(a) Plans that propose 100,000 gross square feet or less of new, non-residential building area on an undeveloped site and a MSED of twenty (20) megawatts or less.

(b) Plans that propose to expand the total area of an existing Data Center facility to no more than 100,000 gross square feet and a MSED of twenty (20) megawatts or less.

(2). Major Site Plans are:

(a) Plans that propose more than 100,000 gross square feet of new, non-residential building area on an undeveloped site and a MSED of twenty (20) megawatts or more.

(b) Plans that propose to expand the total area of an existing Data Center facility to more than 100,000 gross square feet and increase its MSED twenty (20) megawatts or more.

6.01 Site Plan Review Process for Minor Site Plans

Minor Site Plans are subject only to administrative staff review by DPD and approval by the Development Director.

(1) Minor Data Center Site Plans shall be processed administratively through DPD and consists of a one step process (a final site plan).

(2) The site plan shall contain the information in accordance with the site plan review requirements in Sub part (Q). The site plan review will be reviewed internally by the ART and ultimately approved by the Development Director.

(3) Upon final approval of a Minor Data Center site plan, the applicant shall apply for a development agreement with the Engineering Division. Upon approval of the development agreement by the applicant and the City Engineer, the Development Director shall place the development agreement on the next available City Council agenda for approval.

7.01 Site Plan Review Process for Major Site Plans

Major Site Plans are subject to non-discretionary review by the Development Director, Land Use Control Board and/or the Memphis City Council.

(1). Major Data Center Site Plans shall be processed formally through DPD under the direction of the Development Director, Land Use Control Board ("LUCB") and/or the Memphis City Council ("City Council"), and consist of a two-step process (a preliminary site plan and a final site plan).

(2). The preliminary site plan shall contain the information in accordance with the site plan review requirements in division (Q). The preliminary site plan will be subject to a non-discretionary review by the DPD under the direction of the Development Director, Land Use Control Board ("LUCB") and/or the Memphis City Council ("City Council").

(3). After the preliminary site plan is approved by the CITY COUNCIL, the applicant shall revise the site plan in accordance with conditions of approval imposed through the review process. Upon completion of those revisions, the applicant shall submit a final site

plan to the Development Director which will be reviewed internally by the ART and ultimately approved by the Development Director provided that it does not substantially deviate from the approved preliminary site plan. Should the final plan deviate substantially from the approved preliminary site plan, the site plan will be forwarded to the Land Use Control Board ("LUCB") and/or the Memphis City Council for final review. For the purpose of this section, non-substantial deviations shall include minor shifts in building footprint locations, parking lot aisles, spaces, and landscaping islands, minor changes to pond designs, and minor changes to building facades or signage; all of which are expected as the project moves into construction ready civil or architectural drawings. During the review of the final site plan, the applicant shall apply for a development agreement with the Engineering Division. Upon approval of the final site plan, the Development Director shall place the development agreement on the next available City Council agenda for approval.

8.01 Deviations from Site Review Classification.

(1). The Director shall change and process a project from a Major Site Plan classification to a Minor Site Plan if:

(a) The project is located in direct proximity to residential neighborhoods and in proximity to public parks and facilities where there is potential that the project could have adverse impacts on neighborhood traffic flow, public safety, noise, odor, waste, or other factors that could be detrimental to a residential area or public facilities, except when such potential impacts have not already been vetted through a permitting process under the jurisdiction of federal, state or local boards or agencies in which residents of residential neighborhoods in direct proximity to the project were given notice by such boards or agencies and the opportunity to review and comment on the issue(s) to be regulated by such boards or agencies in a public forum;

(b) The project is located on or near environmentally sensitive areas, or those that have the potential to have an adverse impact on natural resources;

(c) The project is located on or near areas in which there is a known potential for the presence of historical resources; or

(2). The Director may change and process a project from a Major Site Plan classification to a Minor Site Plan if:

(a) The project is located within the boundaries of a planned development for a Large Data Center which has been approved or amended within the past three years;

(b) The project is located in a heavy industrial area that is relatively well segregated from nonindustrial uses and there is minimal potential for neighborhood impacts; or

(c) Plans for projects using, state or federal grants, or similar economic development tools.

9.01 Development Director responsibilities.

The Development Director or designee has the authority to approve, approve with conditions, or disapprove Minor Data Center Site Plans as referenced below. Such action shall be based upon the review comments from the City Engineer and the Administrative Review Team. The Development Director shall provide written notice of the decision to the applicant, along with the reasons for the decision within 30 working days. The Development Director shall have the authority to promulgate and publish standards and policies for the review of Minor Data Center Site Plans by DPD as needed. The Development Director shall also on a monthly basis provide updates on any administrative approvals to the Mayor and the City Council.

10.01 Administrative Review Team responsibilities.

The Administrative Review Team (ART) serves as the City's staff for technical review of site plans; both minor and major. The ART is composed of designated representatives from the following departments and divisions: Development Director, DPD administrative staff (Building, Codes, and Planning), Fire (Fire Marshal), Parks, Police and Public Services. The ART shall meet as needed to review site plan applications in an internal staff meeting, (not a public meeting) conducted by the Development Director, or designee. The ART shall

have the authority to promulgate internal administrative rules and deadlines for the its administrative review of Minor Data Center site plans.

11.01 Appeal of site plan decisions.

(1) For Minor Data Center site plans, an applicant may appeal the Development Director's decision, or the conditions imposed by the Development Director, to the Land Use Control Board by filing a written notice of appeal to the Development Director within 30 days of the Development Director's decision. The Development Director shall schedule the appeal on the next available Land Use Control Board agenda.

(2) For Major Data Center site plans, an applicant may appeal the recommendation or the conditions imposed by the LUCB, to the City Council by filing with the Development Director a written notice of appeal to the City Council within 30 days of the decision by the LUCB. The Development Director shall schedule the appeal on the next available meeting of the City Council.

12.01 Site plan review procedure summary.

(1) Step 1 - pre-application conference.

(a) Unless waived, the applicant shall supply preliminary information in a form established by DPD. Such information shall be submitted at least three business days prior to the pre-application conference.

(b) The purpose of the pre-application meeting shall be to review the draft site plan with the DPD to identify any initial conflicts between the draft site plan and City codes.

(2) Step 2 - site plan application.

(a) The applicant shall submit an application containing the information in accordance with the site plan review requirements in division (Q). The application shall be made within 120 days of the pre-application meeting conference (step 1), if applicable.

(3) Step 3 - DPD review and recommendation on the site plan.

(a) The DPD shall schedule a meeting of the DPD to review the site plan application pursuant to the standards in this subsection and the schedules maintained by the DPD.

(b) The HDC shall act on any necessary certificate of appropriateness prior to the final decision on a site plan if located in the Historic District.

(c) The DPD shall transmit, in writing, all comments and recommendations from the DPD to the applicant.

(d) From the date of receipt of the DPD comments, the applicant shall have until the deadline established by the DPD to address the comments and submit a revised site plan.

(4) Step 4 - decision on the site plan.

(a) For site plan applications that are decided by the Development Director, upon submittal of a revised site plan, the DPD in conjunction with the DPD shall prepare a final review, and make a decision to approve, approve with conditions, or disapprove the site plan application in accordance with the ordinance codified herein and state law.

(b) For site plan applications decided by the CITY COUNCIL, the Land Use Control Board shall hold public meetings by the date established by the DPD and shall make a recommendation to approve, approve with conditions, or disapprove the site plan application in accordance with the ordinance codified herein and state law.

13.01 Development agreement required.

Where public improvements or private site improvements are required as part of site plan approval or where fees or costs are to be assessed by the City in relation to a development project to cover impacts of the Development on the City's rights of way, sewers and storm water systems, the developer(s) shall enter into a development agreement with the City for all required public improvements, costs and/or fees assessed for development of a project.

(1) Such an agreement shall conform to a particular development proposal and shall be approved as to form and content by the City Attorney.

(2) The Development Director shall confirm the developer(s) have agreed to the development agreement prior to the development agreement being placed on the CITY COUNCIL agenda, unless the developer(s) disagree with any conditions or terms in the development agreement.

(3) Development agreements associated with site plans may be executed by the Mayor and need not be placed on the CITY COUNCIL agenda as full CITY COUNCIL authorization is not required except in the following circumstances:

a. The applicant is in disagreement with any conditions or terms in the standard development agreement;

b. Waivers or exceptions from standards where the CITY COUNCIL has the final decision are requested by the developer(s);

c. Fees in lieu of construction are requested;

d. A traffic study beyond daily trip generation was required (e.g. traffic impacts warrant a Level II or III Traffic Impact Study);

e. Development is proposed within the limits of the floodplain (i.e. floodway or floodway fringe);

f. A nonresidential site plan of over 50,000 square feet of new building area that has not received previous preliminary site plan, planned development, or conditional use permit (CUP) approval from the CITY COUNCIL;

g. The CITY COUNCIL has applied a condition to a previous approval (preliminary site plan, planned development, or conditional use permit) stating that a

development agreement approved by the CITY COUNCIL is needed; or

h. If, in the opinion of the Development Director, the development could potentially cause an adverse change in the internal function of the site or create an adverse off-site impact.

(4) The development agreement may also include provisions relevant to any required private improvements given consideration as part of the approval of the site plan, including such surety as may be required to guarantee such improvements are installed accordingly.

(5) All development agreements shall cover 100% of the required public improvements by the developer(s) and shall include any and all fees associated with the development project as well as a surety such as an irrevocable letter of credit or a cashier's check for such improvements.

(6) After the Development Director confirms that the final site plan meets the City's zoning regulations, guidelines, and any conditions of preliminary site plan approval, the Mayor may execute the development agreement between the City and the applicant. The date of the Mayor's execution of the development agreement begins the two-year time period that both the development agreement and the final site plan remain valid. The applicant shall commence construction on the subject property within three (3) years of the Mayor's execution of the development agreement. Failure of the applicant to commence construction within the prescribed three-year period shall nullify and void both the site plan and the development agreement. In the event the approval of the development agreement expires, the applicant may reapply in writing to the mayor or CITY COUNCIL, as appropriate, for an extension of both the development agreement and site plan for approval of the site plan and development agreement.

14.01 Effective period of preliminary site plan approval.

The CITY COUNCIL's approval of a preliminary site plan shall expire after three years if the applicant fails to obtain approval of the related final site plan and development agreement.

15.01 Effective period of final site plan approval.

A final site plan (minor) shall expire after three years from approval of the development agreement, or approval by the Development Director if a development agreement is not required, if the applicant has not commenced construction as defined in § _____. A final site plan (major) shall expire five years from the CITY COUNCIL's approval of the preliminary site plan if the applicant has not commenced construction as defined in § _____.

16.01 Final site plan documentation.

A final, approved site plan set shall be sealed by the engineer and other designers as may be applicable. Each sheet shall be denoted by the City's official approval stamp and dated to coincide with the development agreement approval date. Multiple stamped plan sets shall be required, with the specific number to be determined by the Development Director or designee. At least one stamped plan set shall be kept on the job site at all times during construction and at least one stamped plan set shall be retained at City Hall in perpetuity and also provided in electronic format. Sealed, as-built drawings shall also be required (in paper and electronic format) upon completion of construction depicting changes between the site plan and the actual construction. The conditions of approval from the various boards and commissions and City officials involved in the review and approval of the site plan and related design elements shall also be retained in the form of the public meeting minutes or as a report in the official file.

17.01 Approval criteria.

Recommendations and decisions on a site plan shall be based on consideration of the following criteria:

(1) That the proposed development is consistent with all the requirements of the UDC zoning ordinance, and other related codes and ordinances enforced by the City; and

(2) That the proposed development is in compliance with the applicable base district and overlay districts;

(3) That the proposed development meets all the requirements or conditions of any applicable development approvals (e.g., outline plan, or modification of development standards as permitted and approved within a planned development);

(4) That all permits, licenses, agreements and approvals necessary for the lawful operation of the proposed development have been obtained.

18.01 Site plan submittal requirements.

(1). A written application for a site plan shall be filed with the DPD along with payment of an application fee as established by the DPD as approved by the Mayor and City Council that contains the information listed in this Section.

(2). Major Data Center Site Plans. Pursuant to Tennessee Code Annotated 13-4-310(e) and 13-3-413(e), as applicable, a Major Data Center Site Plan application shall include:

a. legal site control and parcel identification;

b. ownership, control, end-user, and affiliate disclosure;

c. a full-campus conceptual plan and phase schedule;

d. MSED and Utility Requested Load;

e. an Energy Supply and Operations Plan disclosing all utility, independent-power, onsite, backup, storage, fuel, and hybrid components;

f. wastewater projections and cooling technology;

g. noise, air, fuel, battery, fire, emergency, and decommissioning projections and plans;

h. A plan for the mitigation of impacts of sound, lighting and vibrations from the operation of the Data Center on neighboring non-industrial properties through measures such as building design setbacks and landscape buffering;

i. an assessment of potential impacts on the City's stormwater, sewer, and rights of way in form and content required by the City Engineer, including traffic study beyond daily trip generation if traffic impacts warrant a Level II or III Traffic Impact Study.

j. written evidence of financial capacity to complete all public improvements required by DPD and/or the City Engineer;

k. written evidence that satisfactory arrangements for all public utilities necessary for the project have been secured by binding agreements with the public entities providing such utilities; and

l. Such other documents that DPD may request in its published application requirements.

(3). Minor Data Center Site Plans are required to file an application that includes the information set forth in Items (a) through (e) and in Item (l) in the preceding subpart (2).

CONDITIONAL USE PERMITS
DATA CENTER ACCESSORY ENERGY PRODUCTION FACILITIES

PURPOSE AND SCOPE. An accessory use that would not be appropriate generally in a zoning district due to potential adverse impacts on the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare may be permitted in Data Center Industrial zoning districts as conditional uses, if the specific conditions for such use in this section are made by the applicant. Conditional uses typically meet the purpose and intent of the zoning district but require the approval of the appropriate review bodies to ensure that any adverse impacts on adjacent uses, structures, or public services and facilities are mitigated, and any special requirements unique to that use are addressed.

1.01 DEFINITIONS

(1). Data Center means:

(A) Any building, structure, or collection of buildings and associated infrastructure dedicated and used for the housing, operation, storage, processing, management, transmission, or distribution of digital information through electronic computing equipment, including servers, computer systems, artificial-intelligence computing equipment, telecommunications equipment, network equipment, data-storage equipment, environmental control systems, electrical systems, substations, backup generators and power systems, cooling systems, battery storage, mechanical equipment and related infrastructure. A facility shall be considered a Data Center regardless of whether the Data Center, its associated infrastructure and equipment is operated by the owner of the real property, a tenant, contractor, affiliate, subsidiary, or other entity.

(B) Any building, structure, or collection of buildings and associated infrastructure dedicated and used for high-density

computing, artificial intelligence processing, cryptocurrency mining, commercial server farming, or other computing activities requiring substantial electrical demand or specialized computing equipment.

(C) A "Large Data Center" or HyperScale Data Center" that has a projected electrical demand of twenty (20) megawatts or greater or is designed or intended to increase electrical demand to twenty (20) megawatts or greater within ten (10) years of initial occupancy and will include large-scale cooling plants, substations, backup power.

(2). Self-Supplied or Behind-The-Meter Facilities. Data Center facilities that provide onsite self-supplied power generation or power supplied by an independent power producer for a Data Center instead of or in addition to electric power supplied by MLGW solely through its facilities.

(3). Energy Production Facility. These facilities convert forms of energy, such as water power (i.e., hydroelectric), fossil fuels, nuclear power, gas turbines and solar power, into electrical energy for use in data centers or other industrial uses. An electrical substation, PV Cells, battery storage, gas turbines, solar panels, wind turbines and related facilities are considered accessory uses/structures for principal industrial and commercial uses in a zoning district.

(4). Site Plan (Preliminary and Final Site Plan). A scaled graphic schematic of a development site indicating the location of buildings, walkways, parking, signs, lighting fixtures, grading, utilities, drainage facilities, topography and landscaping as they are to appear upon the completion of development. SITE PLANS may be required to contain such other information as may be deemed necessary by the City to ensure proper development of the site.

(5). Substation, Electrical. A facility that transforms high-voltage electricity from power plants into lower-voltage levels suitable for

distribution to homes and businesses through power lines. Battery storage and related offices are considered customary accessory uses/structures for an electric production facility.

2.01 STANDARDS FOR ACCESSORY ENERGY PRODUCTION FACILITIES

All Data Center stand-alone Energy Production Facilities and Electric Substations shall be considered accessory uses or structures to the main Data Center Facility and shall:

(1). Directly serve the principal use or structure;

(2). Be accessory and clearly incidental to the principal use or structure;

(3). Be clearly subordinate in area, extent, and purpose to the principal use or structure;

(4). Be owned or operated by the same person as the principal use or structure;

(5). Be located on the same lot as the principal use or structure;

(6). Not exceed the height of the principal structure, except for those structures exempt from the height requirements of this ordinance;

(7). Be located at least five feet from any other structures (except fences, walls, or open-air arbors);

(8). Not take place within required front or side yards or project beyond the front building line of the principal structure);

(9). Not be located within platted or recorded easements or over underground utilities;

(10). Not violate the bulk, density, parking, landscaping, or open space standards of this ordinance when taken together with the principal use or structure;

(11). Not be constructed or established prior to the time the principal use or structure is constructed or established; and

(12). Except for fences, walls, or hedges, no accessory structure may be constructed except on a lot with a principal building.

3.01 CONDITIONAL USE PERMIT CRITERIA.

Conditional use permits shall be considered based on the following criteria and findings of fact as to whether the proposed use:

(1). Conforms to all applicable provisions of the zoning district in which it is to be located, unless modified as part of the conditional use application under this section.

(2). Will not materially adversely affect other property in the in the immediate vicinity of the subject property and the area in which it is located.

(3). Will be adequately served by public utilities and infrastructure intended to serve the subject property.

(4). Will not generate noise, odors, dust, or vibrations that can be detected from the closest public right-of-way or nearest residential areas .

(5). Special conditions and specific standards for a Data Center Energy Production Facility.

(6). Electric production facilities are preferred that use photovoltaic (PV) cells or other forms of renewable energy (wind, geothermal, or biomass) to convert sunlight and natural resources directly into electricity. Other forms of energy

production, such as fossil fuel, hydroelectric, nuclear are discouraged.

(7). An electrical substation, battery storage, and related offices are permitted as a customary accessory uses/structures for an energy production facility provided they comply with § 151.025(C) of the Zoning Ordinance.

(8). The minimum lot size for an Energy Production Facility is 25 acres.

(9). Setbacks and buffering.

(a) Energy Production Facilities shall be no closer than 100 feet to any property line.

(b) A 75-foot-wide landscape buffer shall be provided around the entire facility. The buffer shall be used for the preservation of any existing trees or installation of new trees and fencing to screen the facility from off-site views.

(c) The applicant shall be responsible for establishing and maintaining all vegetation within the project area in good condition in perpetuity.

(10). Removal of Energy Production Facilities

(a) As part of the site plan review, the applicant shall submit a decommissioning plan for review and approval. The plan must outline the process and timeline for removal of all solar equipment, battery storage, foundations, and similar related energy production infrastructure upon cessation of operations.

(b) Evidence acceptable to the City that the property owner and the Energy Production Facilities owner shall remove, at the property owner's and the Energy

Production Facilities owner's cost and expense, the Energy Production Facilities and all equipment and restore the property to a condition substantially similar to that existing before the installation following abandonment of the facility or non-use for a period of 30 months. Such removal shall not, however, include removal of installed landscaping unless approved by the City.

(c) Such evidence may be in the form of an executed agreement between the Energy Production Facilities owner and the property owner that is approved by the City Attorney. Such an agreement shall provide that the agreement may not be terminated without the City's written consent and the agreement shall be enforceable by the City against the property owner and the Energy Production Facilities owner.

(d) Performance bond or security. Evidence that the Energy Production Facilities owner has obtained or secured a performance bond or other security ("performance guarantee") acceptable to the City Attorney in an amount of 120% of the estimated cost and expense of removing the telecommunications facility following abandonment of the facility or non-use of the facility for a period of 30 months. All performance guarantees shall authorize the City to obtain the funds secured by the guarantee upon the City's determination that the WCF is abandoned or no use of the facility has been made for a period of 30 months. The amount of such performance guarantee shall be based upon an estimate obtained by the Energy Production Facilities owner that shall be subject to review and approval of the City Engineer. In

the event that the City rejects an estimate as inaccurate, incomplete, or incorrect, the City may obtain, at its cost and expense, an estimate which shall be used for purposes of determining the amount of the performance guarantee. The Energy Production Facilities owner shall take all action necessary to keep such performance guarantee valid and in effect at all times. Expiration of a performance guarantee may, at the option of the City and following notice to the Energy Production Facilities owner, result in the expiration of the City's approval of the Energy Production Facilities facility.

(e) Proof of insurance. The applicant shall provide proof of insurance to insure adjacent property owners and the public against personal and property damage resulting from negligent installation and/or damage caused by or arising from the operation and maintenance of the photovoltaic (PV) cells.

§ _____ CONDITIONAL USE PERMITS PROCEDURE.

(A) Authority. The City Council, with a recommendation from the Land Use Control Board, may hear and decide, in accordance with the provisions of this chapter, requests for conditional use permits. For the purpose of administration of this chapter, conditional uses shall be construed as synonymous with special exceptions, as such later term is used in Tenn. Code Ann. §§ 13-7-206 and 13-7-207.

(B) Procedure. The following procedure is established to integrate properly the conditional uses after consideration by the City Council, with a recommendation from the Land Use Control Board, with other uses located within the zoning classification. These uses shall be reviewed by the City Council and may be authorized, conditionally approved, or rejected utilizing the procedures set forth in this chapter.

(C) Application for conditional use permit; submission deadline and fee. A written application for a conditional use permit shall be filed along with payment of an application fee as prescribed DPD by the property owner or his or her designated agent on a form provided by DPD

(1) The application shall contain information and exhibits as may be required. An incomplete application or an application that fails to meet minimum submittal requirements shall be returned to the applicant by the City and shall include a written statement enumerating the deficiency(ies) in the application.

(2) The completed application or any proposed supplement thereto shall be submitted in compliance with the then existing required deadlines as set periodically by the Development Director.

(3) Neighborhood meeting required. A neighborhood meeting is mandatory after the submission of an application for a Conditional Use Permit and shall be conducted pursuant to § _____.

(4) Pre-application meeting required. Prior to filing an application for Conditional Use Permit, the prospective applicant shall request a pre-application conference with the DPD.

(D) Denial of a conditional use permit. The City Council, with a recommendation from the Land Use Control Board, may deny a conditional use permit where it is shown that approval does not conform with the grounds for issuance of a conditional use permit contained in § _____. If the City Council, with a recommendation from the Land Use Control Board, denies an application for a conditional use permit, a reapplication pertaining to the same property and requesting the same conditional use permit may not be filed within one year of the date the City Council took final action on the previous application, unless the DPD initiates such reapplication or unless the City Council authorizes such reapplication.

(E) Notice of public meeting. The notice of a public meeting of the Land Use Control Board or City Council to discuss a conditional use permit shall be provided pursuant to § _____ .

(F) Requirements for conditional use permit. General requirements and specific standards are established in § _____ that shall apply to all applications for conditional use permits. The Board, with a recommendation from the Land Use Control Board, may impose additional conditions and restrictions upon the premises benefitted by a conditional use permit as may be necessary to comply with the provisions set forth in § _____ in order to reduce or minimize the injurious effect of such conditional use upon surrounding areas and insure compatibility with surrounding property and in the furtherance of the general purposes of this chapter. Such additional conditions and restrictions shall be limited as follows:

(1) No condition shall be less restrictive than the standards of the zoning district unless the LUCB finds an equivalent performance measure to be Alternative Equivalent Compliance (AEC).

(a) A finding of AEC allows an application to meet the development standards of the following sections in a way that is "equivalent" to the strict requirements, but not necessarily identical, when strict compliance is impractical or unreasonable due to site-specific or use-specific factors related to architecture, landscaping, or fencing;

(b) Unlike a variance or waiver, which may remove a requirement, the AEC process requires mitigation or, equivalent, performance measures to ensure the intent of the regulation is still met.

(2) No condition shall be made part of the application, or shall be attached to approval of the conditional use, which specifies the ownership status, race, religion, or character of the occupants of housing units, the minimum value of improvements or any other exclusionary device; or which states that the use of property will not be subject to regulations.

(3) If the LUCB places additional conditions upon a conditional use permit, it shall indicate the specific provisions from § _____ upon which the condition is based and shall state its findings beyond such generalities as in the interest of public health, safety and general welfare.

(G) Effective period of approval. The City Council approval shall become effective immediately, unless otherwise specified. The applicant may be required to submit an application for a site plan and/or obtain a building permit as a condition of approval.

(H) Validity of plans. All approved plans, conditions, restrictions and requirements made part of the approval by the City Council shall run with the land and the permitted conditional use of the land shall conform to the same at all times.

(I) Failure to establish conditional use. The applicant is required to fully establish the conditional use within three years of approval in conformance with all applicable provisions of the UDC and conditions of approval imposed by the City Council and other boards and commissions. Failure to establish the conditional use within the prescribed time period shall result in the voiding of approval of the conditional use permit. The applicant may request an extension from the City Council not to exceed two years.

(J) Appeal of decision of City Council on conditional use permit. Any person aggrieved by a decision of the City Council relative to a conditional use permit may appeal by certiorari to a court to competent jurisdiction. The judgment and findings of the City Council on all

questions of fact that may be involved in any appeal, cause, hearing or proceeding under this chapter shall be final and subject to review only for illegality or want of jurisdiction.

ORDINANCE NO. 5988 AN ORDINANCE AMENDING THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE,
AS ADOPTED BY THE CITY OF MEMPHIS ON AUGUST 10, 2010, AND AS AMENDED, TO ESTABLISH A LAND-USE AND SITING FRAMEWORK FOR DATA CENTERS AND OTHER RESOURCE-INTENSIVE USES WITHIN THE CITY OF MEMPHIS.

WHEREAS, the Memphis and Shelby County Unified Development Code ("UDC") establishes the zoning and subdivision regulations applicable within the City of Memphis; and

WHEREAS, the Memphis City Council is authorized to initiate amendments to the Unified Development Code; and

WHEREAS, the City is presently undertaking a comprehensive update of the Unified Development Code; and

WHEREAS, technological and economic development has resulted in new land uses, including largescale data centers and high-density computing facilities, whose electrical, water, infrastructure, noise, cooling, backup-generation, and land-use characteristics may differ substantially from conventional office, commercial, and industrial development; and

WHEREAS, the existing Unified Development Code does not contain a comprehensive land-use and siting framework specifically addressing the location and development characteristics of modern largescale data centers; and

WHEREAS, clear land-use classifications and siting standards provide predictability to residents, neighborhoods, developers, property owners, utilities, and public officials before individual development applications are submitted; and

WHEREAS, the City Council finds that the appropriate regulation of data centers begins with the determination of **where such uses are compatible with the City's neighborhoods, natural resources, infrastructure, and long-range development objectives**; and

WHEREAS, the Council further finds that the ongoing update of the Unified Development Code provides an appropriate opportunity to establish a durable framework for data centers and other emerging resource-intensive land uses;

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

SECTION 1. DATA CENTER USE CLASSIFICATION

The Division of Planning and Development shall prepare for consideration through the Unified Development Code amendment process a distinct principal-use classification for **Data Centers**.

The proposed amendment shall evaluate whether separate classifications should be established for facilities of differing size or intensity, including a Hyperscale or **Large-Scale Data Center** classification based upon measurable characteristics including electrical demand, water demand, site or building area, cooling systems, backup generation, associated utility infrastructure, or other relevant land-use characteristics.

SECTION 2. LOCATION AND SITING

The proposed UDC amendment shall establish the zoning districts and circumstances in which each data-center classification shall be:

(a) prohibited;

(b) permitted subject to specific development standards; or

(c) permitted only following Special Use Approval or another legally authorized discretionary land-use review.

The proposed amendment shall further evaluate appropriate siting standards addressing:

1. proximity to residential zoning and residential uses;
2. schools and childcare facilities;
3. parks and public recreational facilities;
4. waterways, floodplains, wetlands, and environmentally sensitive areas;
5. setbacks and landscape buffers;
6. noise-producing equipment;
7. backup generators and fuel storage;
8. substations, transformers, and other electrical infrastructure;
9. cooling and mechanical equipment;
10. lighting, screening, and site design; and
11. such additional conditions necessary to determine compatibility with surrounding land uses.

SECTION 3. NATURAL RESOURCE AND INFRASTRUCTURE INFORMATION

For data-center applications subject to land-use review, the proposed UDC amendment shall establish appropriate disclosure requirements sufficient to permit DPD, the Land Use Control Board, and the City Council, where applicable, to understand the infrastructure and natural-resource characteristics relevant to the proposed location.

Such information may include:

(a) projected electrical demand;

(b) projected water demand;

(c) cooling methodology;

(d) wastewater generation;

(e) backup generation;

(f) required substations, transmission, or utility infrastructure;

(g) anticipated noise-producing equipment;

(h) proposed phases of development or expansion; and

(i) infrastructure improvements required to serve the site.

Such information shall be used to inform land-use and siting decisions consistent with applicable law.

SECTION 4. RESOURCE-INTENSIVE USES

As part of the ongoing UDC update, DPD shall evaluate the establishment of a broader **ResourceIntensive Use** framework for emerging land uses whose operation may place extraordinary demands upon natural resources or public infrastructure.

Such evaluation shall consider measurable factors including water consumption, electrical demand, wastewater generation, noise, emissions, land consumption, and infrastructure requirements.

Nothing herein shall require different resource-intensive uses to be regulated identically. Standards shall be tailored to the land-use characteristics and impacts of each use.

SECTION 5. EXISTING CODE AND SITING ANALYSIS

Within **45 days**, DPD shall present to the Planning and Zoning Committee an analysis identifying:

1. the existing UDC classifications under which a data center could presently be interpreted as permitted, accessory, conditional, special, or otherwise allowable;
2. the zoning districts associated with those classifications;
3. the areas within the City of Memphis containing substantial concentrations of such zoning;
4. the relationship of those areas to residential neighborhoods, schools, parks, waterways, floodplains, and other sensitive resources; and
5. DPD's preliminary recommendations concerning appropriate and inappropriate zoning districts for data-center development.

To the extent reasonably practicable, the analysis shall include maps illustrating potential siting areas.

SECTION 6. UDC TEXT AMENDMENT

Within **90 days**, DPD shall prepare the proposed UDC text amendment required by this Ordinance and initiate the process necessary for its consideration by the Memphis and Shelby County Land Use Control Board.

The proposed amendment shall thereafter proceed through all notice, hearing, recommendation, and legislative procedures required by applicable law.

Completion of the broader UDC update shall **not be a prerequisite** to consideration of the targeted datacenter amendment required herein.

SECTION 7. COUNCIL OVERSIGHT

DPD shall report to the Planning and Zoning Committee regarding implementation of this Ordinance, including:

(a) proposed definitions;

(b) proposed zoning districts;

(c) siting and buffering recommendations;

(d) natural-resource protections;

(e) infrastructure considerations;

(f) stakeholder and public engagement;

(g) the status of the proposed text amendment; and

(h) the anticipated date of Land Use Control Board consideration.

SECTION 8. INTERIM LAND-USE PROTECTION

The Division of Planning and Development and the City Attorney shall advise the Council regarding interim land-use measures legally available during development and consideration of the permanent UDC amendment contemplated herein.

Any such interim measure shall comply with applicable Tennessee law and shall protect vested rights and previously granted entitlements as required by law.

SECTION 9. SEVERABILITY

BE IT FURTHER ORDAINED that the provisions of this Ordinance are hereby severable. If any section, provision, sentence, clause, phrase, or part is held unconstitutional or void, the remainder shall continue in full force and effect.

SECTION 10. EFFECTIVE DATE

BE IT FURTHER ORDAINED that this Ordinance shall take effect following passage by the City Council and completion of all other procedures required by applicable law.

Sponsored By: Logan, Cooper-Sutton, Swearengen-Washington, Walker, Warren

DRAFT – PENDING LEGAL AND COUNCIL REVIEW

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A STRATEGIC LARGE-LOAD DEVELOPMENT AND DIGITAL INFRASTRUCTURE DISTRICT PROGRAM; TO REPLACE A BLANKET DATA-CENTER MORATORIUM WITH SOURCE-NEUTRAL, TIERED, AND TIMED REVIEW; TO DEFINE SUBSTANTIAL COMPLIANCE; TO ADOPT A MEMPHIS WATER ASSURANCE STANDARD AND RECURRING FISCAL FLOOR; TO REQUIRE STRATEGIC DEVELOPMENT AGREEMENTS; TO AUTHORIZE MEMPHIS DIGITAL INFRASTRUCTURE DEVELOPMENT DISTRICT NO. 1; AND FOR RELATED PURPOSES

WHEREAS, Memphis seeks to become a preferred location for high-value digital and strategic large-load investment by offering faster certainty, prepared infrastructure, and a durable public bargain rather than either unregulated first-come access or a blanket closure;

WHEREAS, the City already has agencies responsible for land use, utility service, air, water, fire, building, and economic development, but lacks one source-neutral operating system for extraordinary full-campus demand, recurring fiscal return, cumulative resource allocation, and competitive public development packages;

WHEREAS, Public Chapter 961 of the Public Acts of 2026 establishes a statutory cost-responsibility floor for defined electrical infrastructure and permits certain independent-power and behind-the-meter arrangements, making it necessary for local land-use and development rules to measure total site demand rather than utility load alone;

WHEREAS, Tennessee Code Annotated §§ 13-4-310(e) and 13-3-413(e), as applicable, require local governments to specify what constitutes substantial compliance for vested-right purposes, and Tennessee Code Annotated, Title 7, Chapter 51, Part 22, as enacted by Public Chapter 1044 of 2026, imposes development-service deadlines beginning January 1, 2027;

WHEREAS, the Memphis Sand aquifer is a strategic regional asset, and a verifiable low-potable-water development standard can protect that asset while creating a commercially valuable Memphis certification;

WHEREAS, a recurring fiscal floor, competitive site allocation, ground rent, project security, and reinvestment in the next district create greater long-term value than reliance upon announced capital investment or one-time contributions;

WHEREAS, the City intends to launch a prepared digital infrastructure district now through existing City, County, and industrial-development powers, without waiting for later State enabling legislation;

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

SECTION 1. SHORT TITLE.

This ordinance may be cited as the "Memphis Strategic Large-Load Development and Digital Infrastructure District Ordinance."

SECTION 2. PURPOSE AND CONSTRUCTION.

(a) The purposes of this ordinance are to:

(1) keep qualified development applications moving under enforceable, predictable standards;

(2) protect citizens, neighborhoods, utility reliability, existing customers, public finances, water resources, and future economic options;

(3) create recurring and competitive economic return from extraordinary public development value;

(4) establish one source-neutral review record for the full campus, regardless of the project's energy supplier or ownership structure;

(5) create and market prepared digital infrastructure districts; and

(6) provide a bankable public bargain that is not reopened after approval except for default, material modification, or lawful amendment.

(b) This ordinance supplements and does not replace the jurisdiction of MLGW, TVA, TDEC, the Shelby County Health Department, DPD, the Fire Department, Public Works, or any State or federal agency. No provision shall be construed to authorize the City to set a utility rate, reserve electric capacity, approve a private power sale, or waive another agency's permit.

SECTION 3. DEFINITIONS.

"Affiliated Facility" means a facility, phase, parcel, project entity, tenant, or power-supply arrangement under common ownership or control, developed pursuant to a common plan, sharing material infrastructure, or located on contiguous or proximate parcels.

"Core Computing Personal Property" means servers; processors; graphics, tensor, or other accelerators; storage devices; network and switching equipment; racks; internal uninterruptible power and distribution systems; and replacement, refresh, leased, affiliate-owned, or functionally equivalent equipment primarily used for computation, artificial intelligence, data storage, or data movement.

"Covered Facility" means a new or expanded facility, campus, or integrated group of facilities primarily used for high-density computation, artificial intelligence, cloud services, data storage, cryptocurrency or blockchain computation, or similar digital processing, with a Maximum Site Electrical Demand of ten megawatts or more. A telecommunications switching or network facility is excluded unless its digital-compute load independently meets the threshold.

"Digital Infrastructure Development District" means a defined development program or area in which public or authority-controlled land, infrastructure planning, utility studies, water solutions, rights-of-way, standard agreements, and coordinated review are assembled and competitively offered. The term does not by itself create a tax district or alter zoning.

"Discretionary Public Development Value" means a PILOT, public land sale or lease, option, grant, public financing, public infrastructure commitment not available as of right, expedited district position, or other discretionary City-controlled economic value. Ordinary permits and utility service available under generally applicable law and rates are not Discretionary Public Development Value.

"Eligible Digital Infrastructure Expenditures" means the purchase or lease price of Core Computing Personal Property, qualified software, cooling equipment, backup or onsite generation equipment, and other capital equipment installed for the Facility, plus facility energy purchases, but excluding payroll, employee benefits, debt service, taxes, land purchase price, and amounts already remitted as the State Digital Infrastructure Growth Surcharge.

"Maximum Site Electrical Demand" or "MSED" means the greatest projected coincident electrical demand of the complete Facility or campus during its first five years after initial operation, whether supplied by MLGW, TVA-connected service, an independent power producer, behind-the-meter generation, onsite generation, storage, or any combination. MSED is measured before subtracting onsite generation or storage.

"Onsite Generation" means electric generation, cogeneration, fuel cells, turbines, engines, solar, storage-discharge systems, or other production located on or directly serving the site. Emergency backup

generation remains Onsite Generation for disclosure and safety purposes even if excluded from ordinary energy-supply calculations.

“Program Administrator” means the DPD official designated to maintain the single application record, coordinate agency review, issue the official completeness and deficiency notices, and publish the Resource and Return Ledger.

“Regional Growth Dividend” means the contractual payment required by Section 16 when a Covered Facility receives Discretionary Public Development Value. It is distinct from the State Digital Infrastructure Growth Surcharge proposed in the Tennessee Enabling Act.

“Strategic Development Agreement” or “SDA” means the integrated, enforceable agreement among the project entity and applicable public parties governing land, infrastructure, fiscal return, development value, performance, security, reporting, transfer, expansion, default, and remedies.

“Utility Requested Load” means the maximum firm or interruptible electric demand the applicant requests from MLGW, excluding generation not supplied by MLGW.

“Gate Viability Finding” means the written determination required by the Master Delivery Compact that a proposed public development package presents a material, evidence-based advantage over lawful private or self-supplied alternatives.

“Interim Program Executive” means the accountable implementation executive designated under the Master Delivery Compact. The Executive controls the integrated critical path and readiness certifications but does not exercise another body’s final statutory or contractual authority.

“Competitive Boundary Model” means the independent twenty-year comparison of a representative 100-MW campus in Memphis, Southaven/DeSoto County, and at least one other relevant market using current taxes, incentives, utility pathways, land, water, infrastructure, schedule, and financing risk.

“Water Usage Effectiveness” or “WUE” means annual site water consumption for data-center operation divided by annual information-technology energy use, expressed in liters per kilowatt-hour or a successor metric approved by DPD and MLGW.

“Water-Assured Facility” means a Facility certified under Section 12 and Appendix B as satisfying the Memphis Water Assurance Standard.

SECTION 4. SOURCE-NEUTRAL TIERS AND AGGREGATION.

(a) A Covered Facility is classified by MSED:

(1) Tier I: at least 10 MW but less than 25 MW;

(2) Tier II: at least 25 MW but less than 50 MW; and

(3) Tier III: 50 MW or more.

(b) Affiliated Facilities shall be aggregated if developed during a five-year period, under common ownership or control, pursuant to a common plan, on contiguous or proximate parcels, or with shared electric, water, generation, fiber, road, or other material infrastructure. The Program Administrator shall look to substance over entity form.

(c) An applicant shall disclose the full planned campus and all phases. Deliberate segmentation or material omission is grounds for rejection, revocation, forfeiture, and referral for enforcement.

SECTION 5. APPLICABILITY, EXISTING RIGHTS, AND MATERIAL EXPANSIONS.

(a) This ordinance applies prospectively to new Covered Facilities and to the unvested portion of an expansion, new phase, increase in MSED or Utility Requested Load, material change in energy source, new nonemergency Onsite Generation, or material increase in potable-water demand.

(b) A lawfully vested right is respected only to the extent and scope established by Tennessee law and the approved or substantially compliant submission creating the right. A vested site does not create a vested right to undisclosed future phases, increased load, a different energy system, a new PILOT, public land, or other Discretionary Public Development Value.

(c) A transfer of ownership or operator does not extinguish obligations that run with an SDA, land instrument, utility agreement, permit, or other binding approval.

SECTION 6. IMPLEMENTATION EXECUTIVE, SINGLE INTAKE, AND PROGRAM ADMINISTRATOR.

(a) Within five business days after adoption, the Mayor shall designate the Interim Program Executive and activate the Master Delivery Compact, subject to lawful appointment, procurement, employment, and funding requirements.

(b) The Interim Program Executive shall maintain the integrated critical path, common data room, authority matrix, readiness certifications, and public escalation protocol. The Executive shall not exercise a permit, utility, tax, land, appropriation, or elected decision reserved to another body.

(c) Within five business days after the operative date, the DPD Director shall designate one Program Administrator and one electronic application record for each Tier II and Tier III Facility.

(d) MLGW, DPD, Public Works, Fire, the Shelby County Health Department, EDGE, and other participating agencies shall transmit comments to the Program Administrator. The Program Administrator shall issue the City's consolidated completeness or deficiency notice. Nothing in this subsection transfers a final agency decision.

(e) The City shall conduct one mandatory pre-submittal conference before accepting a Tier II or Tier III development application as substantially compliant.

SECTION 7. SUBSTANTIAL COMPLIANCE CHECKLIST.

(a) Pursuant to Tennessee Code Annotated §§ 13-4-310(e) and 13-3-413(e), as applicable, a Tier II or Tier III application is not substantially compliant unless it includes each item in Appendix E, including at minimum:

(1) legal site control and parcel identification;

(2) ownership, control, end-user, and affiliate disclosure;

(3) a full-campus conceptual plan and phase schedule;

(4) MSED, Utility Requested Load, annual ramp, and interconnection assumptions;

(5) an Energy Supply and Operations Plan disclosing all utility, independent-power, onsite, backup, storage, fuel, and hybrid components;

(6) potable, nonpotable, reclaimed, process, peak, drought-stage, and wastewater projections, cooling technology, and proposed WUE;

(7) noise, air, fuel, battery, fire, emergency, traffic, stormwater, and decommissioning concepts;

(8) evidence of financial capacity and payment of published study deposits;

(9) a complete list of requested Discretionary Public Development Value; and

(10) certification under penalty of applicable law that no Affiliated Facility or material phase has been omitted.

(b) DPD shall publish the checklist before this ordinance becomes operative and may add only objective, publicly posted technical items. No unpublished or open-ended standard may determine substantial compliance.

(c) If an applicant declines a lawful extension needed to complete independent technical review, the City shall act within applicable deadlines on the record then available and may issue a deficiency or denial when required evidence is absent. The City shall not create an accidental approval by failing to act.

SECTION 8. TIERED AND TIMED REVIEW.

(a) Tier I. Registration, full-campus disclosure, ordinary permits, applicable operating standards, and annual energy/water reporting. DPD shall target an initial coordinated determination within thirty business days after a substantially compliant submission.

(b) Tier II. Applicant-funded technical review; energy-track determination; Water Assurance review; Resource and Return Ledger; and Strategic Infrastructure Readiness Determination before final discretionary City action. DPD shall target sixty business days after a complete technical record.

(c) Tier III. All Tier II requirements; independent infrastructure and fiscal underwriting; public presentation of the Resource and Return Ledger; and Council ratification of any SDA or extraordinary allocation. DPD shall target ninety business days after a complete technical record, excluding applicant-caused delay and mandatory external process.

(d) These targets are operating commitments, not guarantees of approval or waivers of State law. The Program Administrator shall maintain a deadline ledger under Tennessee Code Annotated § 7-51-2204 and shall issue no more deficiency reports than permitted by law.

SECTION 9. TWO ENERGY PATHS; ONE FULL-SITE RECORD.

(a) Utility-served and hybrid path. An applicant seeking any MLGW electric service shall obtain the applicable MLGW study or readiness statement and comply with the MLGW Large-Load Service and Capacity Policy. No City approval creates a Capacity Reservation.

(b) Self-supplied or behind-the-meter path. An applicant proposing no MLGW electric service, or proposing Onsite Generation or an independent power producer, shall submit an Energy Supply and Operations Plan addressing full MSED, generation technology, fuel supply, expected operating hours, air emissions, noise, cooling and water, electrical safety, islanding, interconnection if any, emergency operation, fire protection, fuel storage, decommissioning, and construction phasing.

(c) MLGW approval is required only to the extent required by law, contract, utility service, interconnection, backup service, or safety. Absence of MLGW jurisdiction over a private power purchase does not exempt the Facility from land-use, air, water, fire, building, noise, traffic, fiscal, SDA, or other lawful local requirements.

(d) A hybrid Facility shall disclose both MSED and Utility Requested Load. The Resource and Return Ledger shall never treat a self-supplied campus as consuming zero resources merely because Utility Requested Load is zero.

SECTION 10. STRATEGIC INFRASTRUCTURE READINESS DETERMINATION.

(a) The Program Administrator shall issue a written determination stating whether the application presents a credible path to satisfy land use, energy supply, water, wastewater, roads, fiber, emergency response, fire, air, noise, lighting, stormwater, fuel, security, and decommissioning requirements.

(b) The determination incorporates, but does not duplicate or supersede, the written findings and permits of agencies with independent jurisdiction.

(c) A favorable determination requires findings that:

(1) the project has a technically credible energy path without representing that utility capacity is reserved;

(2) statutory electrical infrastructure costs and contractual incremental public costs are allocated to the project and secured;

(3) the project can satisfy the Memphis Water Assurance Standard or has obtained the limited waiver authorized by Section 12;

(4) the project will not materially impair critical public service or an adopted resource budget;

(5) land-use, air, noise, fire, emergency, fuel, and operating requirements can be satisfied; and

(6) all material phases, affiliates, energy sources, and public requests have been disclosed.

SECTION 11. PROJECT COST RESPONSIBILITY AND SECURITY.

(a) "Statutory Electrical Infrastructure Costs" means the capitalizable costs governed by Public Chapter 961 and successor law. Those costs shall be assigned and recovered as required by law and neutral utility policy.

(b) "Contractual Incremental Public Costs" means additional but-for costs reasonably attributable to the Facility, including water, wastewater, road, emergency-service, public-safety, monitoring, land, operating, maintenance, and decommissioning exposure. Such costs may be imposed only through an SDA, utility agreement, land instrument, incentive agreement, lawful fee supported by required cost documentation, or other valid contract or authority.

(c) Tier II and Tier III Facilities shall provide deposits, letters of credit, guarantees, bonds, take-or-pay obligations, completion security, decommissioning security, or other protection proportionate to public exposure before a public entity constructs ahead of the project.

(d) Construction of the project's required infrastructure, payment of ordinary taxes, and compliance with law are not community benefits and shall not be counted as negotiated value.

SECTION 12. MEMPHIS WATER ASSURANCE STANDARD.

(a) A Tier II or Tier III Facility shall be designed and operated as a Water-Assured Facility.

(b) After a commissioning period not exceeding ninety days, potable water shall not be used for routine heat rejection or evaporative cooling at a Tier II or Tier III Facility. Permitted approaches include dry cooling, closed-loop systems with de minimis make-up demand, reclaimed or treated wastewater, captured stormwater, direct-to-chip or immersion systems, or another independently verified technology meeting equal or better performance.

(c) Each Facility shall install separate meters for potable, nonpotable, reclaimed, and process water; report monthly use and annual/peak WUE; maintain a drought-stage reduction and curtailment plan; and fund annual independent verification.

(d) Each Tier II and Tier III application shall quantify, under published Memphis design-day assumptions, the cooling design's expected PUE, cooling-related peak megawatts, annual megawatt-hours, potable and total water demand, and onsite-emissions effect relative to feasible alternatives. The Resource and Return Ledger shall display the water savings and energy penalty or benefit together. No cooling technology is presumed costless.

(e) As a condition of an SDA, District participation, City-controlled Discretionary Public Development Value, MLGW water service, and City land-use approval to the extent authorized by law, a Tier II or Tier III Facility shall not rely on a new direct withdrawal from the Memphis Sand aquifer for routine process or cooling use unless: (1) every permit and approval required from the Shelby County Health Department, the Groundwater Quality Control Board, TDEC, and any other competent authority has been obtained; and (2) the Council approves a time-limited SDA exception by a two-thirds vote after public hearing and written findings of necessity, monitoring, capacity, and no superior alternative. The

Council does not issue or substitute for a well permit, and this subsection does not displace another agency's jurisdiction.

(f) The Council may grant a time-limited potable-water waiver for no more than three years by a two-thirds vote only upon findings that:

(1) no technically and commercially reasonable nonpotable or dry alternative can be available on the required schedule;

(2) MLGW confirms sufficient capacity without impairing critical or ordinary customer needs;

(3) the SDA establishes a binding WUE ceiling, separate metering, drought curtailment, and a funded conversion plan;

(4) the applicant finances or provides an equivalent nonpotable-water, conservation, or system-capacity improvement; and

(5) the waiver is necessary to secure demonstrably superior long-term regional value.

(g) DPD and MLGW shall publish the technical schedule in Appendix B, update measurement protocols administratively, and issue a public "Memphis Water-Assured" certification only after independent verification. Confidential infrastructure-security details may be protected as allowed by law, but aggregate use, PUE, and performance shall be public.

SECTION 13. RECURRING FISCAL FLOOR.

(a) No City-approved or City-recommended PILOT, lease, incentive, or other discretionary arrangement for a Covered Facility shall reduce the annual City payment attributable to Core Computing Personal Property below one hundred percent of the ad valorem tax that would be due if the property were privately owned and fully taxable.

(b) The annual City payment attributable to land shall be one hundred percent of the ordinary City ad valorem tax equivalent. The annual City payment attributable to cooling, backup or nonemergency generation, storage, and other support personal property shall be at least fifty percent of the ordinary City ad valorem tax equivalent. The annual payment attributable to other real-property improvements shall be at least twenty-five percent of the ordinary City ad valorem tax equivalent.

(c) Core Computing Personal Property includes every replacement, refresh, upgrade, leased asset, affiliate-owned asset, and functionally equivalent item placed in service during the term. A change in owner, lessor, affiliate, assessment classification, or equipment cycle does not reset or evade the floor.

(d) The minimum is a floor, not an entitlement. A competitive award may require higher payments. The City shall evaluate twenty-year net present value and recurring annual yield, but no year may fall below the applicable floor.

(e) Ordinary taxes and minimum PILOT payments shall not be represented as community benefits. A reduction from a requested abatement is not a negotiated contribution.

(f) The City shall not recommend a joint City-County PILOT inconsistent with this Section. County participation and the County share are governed by the Shelby County Companion Measure.

SECTION 14. REGIONAL RESOURCE AND RETURN LEDGER.

(a) The Program Administrator shall publish a project ledger for each Tier II and Tier III Facility, using assumptions certified by the applicant and reviewed by an independent underwriter for Tier III.

(b) The Ledger shall separately disclose at least:

(1) twenty-year net public fiscal value and recurring annual public revenue;

(2) Utility Requested Load, MSED, load ramp, cooling-related peak megawatts and annual megawatt-hours under Memphis design conditions, and flexibility or curtailment value;

(3) potable, nonpotable, reclaimed, peak, and drought-stage water demand, WUE, and the paired energy-water tradeoff of the selected cooling design;

(4) acreage, land-control structure, public infrastructure exposure, and useful infrastructure retained for future users;

(5) Onsite Generation, expected operating hours, fuel source, air/noise burden, storage, and resilience;

(6) ground rent, option fees, reservation deposits, bid premium, Growth Dividend, and other direct consideration;

(7) permanent payroll, local procurement, workforce, public-compute, research, and supplier-ecosystem value;

(8) financial strength, construction certainty, default security, and stranded-asset risk; and

(9) the opportunity and option value surrendered by committing land, capacity, water, infrastructure, or public credit.

(c) No single score is dispositive. A project must first satisfy hard floors; it must fit within adopted resource budgets; and only then may it compete on return, performance, speed, and strategic value.

SECTION 15. STRATEGIC DEVELOPMENT AGREEMENT.

(a) A Tier III Facility, and a Tier II Facility receiving material Discretionary Public Development Value, shall execute an SDA before receiving the value or final extraordinary City approval.

(b) The SDA shall include, as applicable:

(1) site, option, lease, ground-rent, and public-infrastructure terms;

(2) MSED, Utility Requested Load, energy source, water envelope, expansion, and transfer restrictions;

(3) statutory and contractual cost responsibility;

(4) recurring fiscal floor and Growth Dividend;

(5) construction, financing, procurement, energization, employment, and operational milestones;

(6) deposits, guarantees, letters of credit, take-or-pay, forfeiture, reversion, clawback, and liquidated-damages terms;

(7) water, air, noise, fire, emergency, security, monitoring, and decommissioning obligations;

(8) local procurement, workforce, supplier, public-compute, research, or host-area commitments included in the competitive award;

(9) public reporting, audit rights, change control, and remedies; and

(10) a project-certainty covenant that the public parties will not reopen the ratified economic terms absent default, material modification, fraud, or lawful amendment.

(c) Professional staff may negotiate. The Council shall ratify an SDA after public presentation of material economic terms. County ratification is required when County taxes, property, infrastructure, or discretionary value are involved.

SECTION 16. CONTRACTUAL REGIONAL GROWTH DIVIDEND.

(a) A Tier II or Tier III Facility receiving Discretionary Public Development Value shall pay a Regional Growth Dividend equal to one-half of one percent of Eligible Digital Infrastructure Expenditures, unless the competitive award requires a higher payment.

(b) The payment is contractual consideration for discretionary value and is not imposed solely as a condition of an ordinary permit available as of right.

(c) The Dividend shall be calculated and paid quarterly, with officer certification, related-party rules, audit rights, and record retention. Payroll is excluded. Ordinary taxes, statutory infrastructure costs, contractual incremental public costs, and legal compliance are not credits.

(d) When the State Digital Infrastructure Growth Surcharge becomes effective on the same base, the contractual payment is reduced dollar-for-dollar only to prevent duplicate payment, unless the bidder expressly offered an additional amount above the required floor.

(e) City receipts shall be deposited in a restricted Strategic Digital Infrastructure Fund and used for prepared districts, shared infrastructure, water alternatives, fiber, resilience, public compute, workforce, and other capacity-building purposes. General-fund transfer is prohibited except by later ordinance stating the specific emergency and amount.

SECTION 17. MEMPHIS DIGITAL INFRASTRUCTURE DEVELOPMENT DISTRICT NO. 1.

(a) The City hereby authorizes the creation and immediate development of Memphis Digital Infrastructure Development District No. 1 through EDGE/IDB or another lawful City-County vehicle using existing powers.

(b) Within fifteen days, the Mayor shall transmit to the Council and EDGE/IDB:

(1) a site-selection protocol emphasizing industrial compatibility, separation from residential uses, electric and gas pathways, reclaimed-water potential, fiber, roads, emergency access, environmental baseline, and expansion;

(2) an initial predevelopment budget and funding resolution;

(3) an independent underwriting and engineering procurement plan; and

(4) a proposed City-County participation agreement.

(c) Within fifteen business days, MLGW shall provide the preliminary District Deliverability Inventory required by the Master Delivery Compact. The inventory is not a reservation or service commitment.

(d) Within forty-five days, EDGE/IDB shall shortlist candidate sites through an open RFQ or comparable public process. Within seventy-five days, it shall seek option, ground-lease, or other control over one preferred site, subject to due diligence and public approval where required.

(e) No competitive solicitation may be released until the Interim Program Executive issues a positive Gate Viability Finding and the independent underwriter completes the Competitive Boundary Model. If those prerequisites are satisfied, EDGE/IDB shall publish the development package and competitive solicitation no later than Day 120.

(f) No City, EDGE/IDB, or project representative may describe District No. 1 service as accelerated, priority, firm, or faster, or state an energization date, without a written MLGW basis and the Interim Program Executive's certification that the public statement is supported by the current record.

(g) "Build ahead" during the interim means site control, surveys, baseline studies, preliminary engineering, utility studies, water strategy, rights-of-way, permits capable of being obtained before tenant selection, standard agreements, and long-lead procurement rights. No general-obligation debt or full speculative infrastructure construction is authorized without a separate public financing decision.

(h) Public or authority ownership with long-term ground leasing is preferred. A sale requires written findings that it produces greater risk-adjusted value and preserves performance and reversion rights.

(i) The district solicitation shall publish the hard floors, verified resource envelope, water standard, fiscal floor, standard SDA, bid security, evaluation method, and decision schedule. Qualified bidders compete for a finite position; no unsolicited announcement creates priority.

SECTION 18. INDEPENDENT UNDERWRITING AND CONFLICT FIREWALL.

(a) Recruitment and advocacy staff may develop prospects but shall not make the sole fiscal, resource, or risk determination.

(b) A Tier III SDA or district award requires an independent fiscal and infrastructure underwriting report and written conflict disclosures from decision participants.

(c) Material contacts, bid criteria, evaluated terms, and final rationale shall be documented. Bona fide trade secrets and infrastructure-security information may be protected only as allowed by law.

SECTION 19. MILESTONES, WAREHOUSING, AND FORFEITURE.

(a) No land option, district position, public commitment, or utility reservation may be held indefinitely. Each agreement shall contain financing, construction, procurement, and operation milestones.

(b) Missed milestones cause automatic reduction, release, forfeiture, or reversion unless the responsible body grants a written, time-limited extension based on circumstances beyond the applicant's control and continued superior public value.

(c) A district or capacity position is nontransferable without written approval and updated underwriting. The public parties may capture transfer value and may reject a transfer that weakens security, performance, or strategic return.

SECTION 20. OPERATING, REPORTING, AND ENFORCEMENT.

(a) Tier II and Tier III Facilities shall provide annual reports on energy source and demand, water and WUE, equipment value and refresh, employment and procurement commitments, public payments, emissions and generator operation where lawfully reportable, incidents, and material changes.

(b) The City may inspect, audit, require corrective action, suspend discretionary benefits, draw security, impose contract remedies, or seek injunctive relief for material noncompliance. Permit enforcement remains with the responsible agency.

(c) The Program Administrator shall publish an annual regional dashboard showing aggregate committed MSED, Utility Requested Load, water demand, recurring revenue, district positions, useful infrastructure, and remaining adopted resource budgets, with lawful security redactions.

SECTION 21. PROJECT CERTAINTY.

Once a Facility has received final approvals and executed all required agreements, the City shall administer those approvals according to their terms. Political reconsideration alone is not grounds to reopen a lawful agreement. Material expansion, default, misrepresentation, ownership transfer where approval is required, or changed operations remains subject to review.

SECTION 22. PERMANENT SYSTEM DELIVERABLES.

Within one hundred eighty days, the Mayor, DPD, MLGW, EDGE/IDB, and participating County officials shall submit: (1) permanent UDC text; (2) the first regional resource budget; (3) District No. 1 status and financing plan; (4) the permanent Authority transition plan; (5) the State legislative package; and (6) an audit of every serious Tier II or Tier III inquiry and the status of any claimed vested right.

SECTION 23. EFFECTIVE DATE; MORATORIUM REPLACEMENT; NO GAP.

(a) This ordinance becomes operative only when:

(1) the City has activated the Master Delivery Compact, designated the Interim Program Executive, and opened the common implementation record;

(2) DPD has published the Section 7 checklist and designated the Program Administrator;

(3) the MLGW Large-Load Service and Capacity Policy, or an interim equivalent approved by the proper authority, is effective; and

(4) the Council Attorney certifies the coordinated effective date and procedural route.

(b) At the exact time this ordinance becomes operative, the pending data-center moratorium is withdrawn, repealed, superseded, or terminated through the procedurally appropriate action. There shall be no interval in which the moratorium is absent and the replacement standards are not operative.

(c) If a severable provision is enjoined or invalidated, remaining provisions continue. If a core no-gap provision cannot legally become operative, the Council shall use the narrow sixty-day Tier III fallback described in the Action Plan until corrected.

SUBSTITUTE ORDINANCE NO. 5950

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

WHEREAS, the Council has the plenary power under state law and the City's Charter to preserve the health and safety of residents of the City by eradicating nuisances, unhealthy and unsanitary vacant, abandoned, and/or dangerous properties and other private improvements, and other conditions that adversely affect the health, safety and general welfare of its residents; and

WHEREAS, the City Council has the power, and duty, to use its police powers by use of administrative procedures, orders of condemnation, injunctive relief and other civil and criminal procedures and remedies to cause the condition of any buildings, other private improvements or properties in the City, which, on inspection, shall be found to be unhealthy, unsanitary, or dangerous to persons or property, to abated or removed, unless the owners thereof, at their own expense, upon notice, shall reconstruct the same in such manner as shall be prescribed by the Ordinances of the City; and

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

WHEREAS, the Council also desires to authorize the City Administration to establish programs for funding and incentivizing the construction of new affordable housing and for rehabilitation and/or demolition of substandard and blighted properties within disadvantaged neighborhoods within the City; and

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

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

Section 1. Intent and Scope of Ordinance. This Ordinance is intended to amend, consolidate and supplement all existing City ordinances relating to blighted property and other public nuisances. In addition, this ordinance will provide procedures for more robust enforcement and remediation of blighted properties, blight conditions, public nuisances and violations of laws and ordinances relating thereto, including the increased use of orders of condemnation, injunctive relief and other civil and criminal procedures and remedies.

Section 2. This Ordinance is also intended to clarify existing ordinances that inadvertently repealed and replaced provisions of Municode rather than provisions of the 1985 Code and subsequent amending ordinances on file with the Comptroller of the City.

Section 3. HOUSING CODE

Section 3.1. Ordinance No. 5708 was adopted by the Council effective January 29, 2019 as the as the "Housing Code" for the City. Ordinance No. 5708 adopted by reference the 2015 International Property and Maintenance Code, as amended for Memphis, as the provisions of the "Housing Code." By the adoption of Ordinance No. 5811 on January 18, 2022, the Council amended the Housing Code as previously enacted by Ordinance No. 5708.

Section 3.2. The Housing Code (Ordinance No. 5708) as amended by Ordinance No. 5811 is hereby readopted *nunc pro tunc* to January 18, 2022 and shall be referred to as the 2026 Housing Code.

Section 3.3. A copy of Ordinances Nos. 5708, 5711 and the published version of the 2015 International Property Code are on file in the Office of Council Records. For ease of reference, the 2015 International Property and Maintenance Code, as amended for Memphis as further amended by Ordinance No. 5811 is reproduced in Attachment A to this Ordinance and incorporated herein by reference.

Section 3.4. This Ordinance is remedial in nature and shall be liberally construed to effectuate its purposes. The Council is expressly authorized to make technical corrections to this Ordinance and to the 2026 Housing Code in order to remedy clerical errors or changes and updates to the International Property and Maintenance Code from time to time; any such technical and clerical changes by resolution shall be kept on file with the Office of Council Records with The 2026 Housing Code.

Section 4. COMPLIANCE

Section 4.1 It is the intent of the Council of the City of Memphis that complaints regarding blighted properties or public nuisances be resolved according to any ordinance or local law of general application pertaining to public nuisances, vehicles, traffic, health and safety, public peace, morals, and general welfare now in existence or subsequently adopted by the City.

4.2 The burden of proof that a violation of a state law and/or a generally applicable local ordinance by a property owner, tenant or other person is on the City or the party alleging a violation

Section 5. BLIGHT AND NUISANCE REMEDIATION ENFORCEMENT

Section 5.1. ADMINISTRATIVE ENFORCEMENT.

The Mayor is authorized to assign one or more City Divisions to enforce the provisions of the 2026 Housing Code or alternatively, the Mayor may create a separate City Division, with the concurrence of the Council as provided in the City's Charter, to exercise the powers granted by the 2026 Housing Code and to enforce the provisions of this 2026 Housing Code for eliminating blight in the City. In either case, the Mayor may designate and appoint one or more Public Property Inspectors ("Public Officers") to make such unannounced inspections of the interior and exterior of dwellings, business, buildings, multifamily dwellings or properties when any such investigator has or is presented with evidence that establishes reasonable cause that violations of the 2026 Housing Code have occurred and are continuing. Any duly authorized public officer of the City may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of the 2026 Housing Code.

Section 5.2 JUDICIAL ENFORCEMENT GENERALLY.

In addition to the procedures and remedies set forth in the 2026 Housing Code, the City's Chief Legal Officer and Attorney may choose to seek judicial relief in courts of record under this Section.

(A) When a public nuisance, as defined in Tennessee Code Annotated § 29-3-101, §13-21-103 or in any generally applicable ordinance or local law, is kept, maintained, carried on, or exists in the City, a bill or petition may be filed in the chancery, circuit, and criminal courts and any court designated as an environmental court pursuant to chapter 426 of the Public Acts of

1991, chapter 212 of the Public Acts of 1993 or chapter 667 of the Public Acts of 2002 to abate such public nuisances. Any such bill or petition may be filed in the name of the state, City or County, upon relation of the attorney general and reporter, or any district attorney general, or any city or county attorney, or without the concurrence of any such officers, upon the relation of ten (10) or more citizens and freeholders of the county wherein such nuisances may exist, and adjudicated in the manner provided in Tennessee Code Annotated Title 29, chapter 3 or Title 13, Chapter 1.

(B) Complaints for judicial relief by complaint, petition, writ or other leading pleading shall be served upon persons as provided by law either personally, by registered mail or on the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery, but if the whereabouts of such persons is unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once each week for two consecutive weeks in a newspaper printed and published in the City, or, in the absence of such newspaper, in one printed and published in the County and circulating in the City in which the dwellings, buildings of properties are located. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A certified copy of such complaint or order shall also be filed with the Register's Office of Shelby County and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(C) Within thirty days after the posting and service of a summons, writ or the order of a public officer of the City, any person aggrieved by such an order may petition the Chancery Court of Shelby County for an injunction restraining the City and/or public officer from carrying out the provisions of the order, and the court may, upon such petition and proper bond, issue a temporary injunction restraining the public officer pending the final disposition of the cause. Hearings shall be had by the court on such petitions as provided in the Tennessee Rule of Civil Procedure. The court shall hear and determine the issues raised and shall enter a final order or decree in the proceedings. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the public officer, or because of compliance by such person with any order of the public officer.

(D) Nothing in this section shall be construed to abrogate or impair the powers of the courts or of any Division of the City appointed by the Mayor to enforce any provisions of its charter or its ordinances or regulations, nor to prevent or punish violations thereof; and the powers conferred by the 2026 Housing Code shall be in addition and supplemental to the powers conferred by any other law.

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

Section 5.3 REMEDIES.

(A) In addition to the remedies provided in Tennessee Code Annotated Title 29, chapter 3 or Title 13, Chapter 1 for injunctive relief or remediation, if the court finds a nuisance as described in the 2026 Housing Code and the person or entity keeping, maintaining, or carrying on such nuisance is the person or entity who was subject to a previous order of abatement or injunction, then, in addition to the remedies available at law or in equity, the court may require the person or entity keeping, maintaining, or carrying on such nuisance to pay damages in an amount not less than one thousand dollars ($1,000) and not more than fifty thousand dollars ($50,000) to any person who owns real property within the zip code in which the nuisance exists and who files a claim with the court alleging that the person's property value was damaged by the continued existence of the nuisance.

(B) The City may also seek to recover the cost of enforcement or deployment of public safety personnel if the court finds a nuisance as described in the 2026 Housing Code and the person or entity keeping, maintaining, or carrying on such nuisance is the person or entity who was subject to a previous order of abatement or injunction.

CHAPTER 6.

BLIGHT REMEDIATION ENFORCEMENT AND LOW INCOME ACCESS FUND

Section 6.1 – Estimates of the City's Cost of Blight Remediation

(A) The City Administration shall as soon as possible thereafter prepare an estimate of the annual expenses or costs to provide the equipment, personnel and supplies necessary for periodic examinations and

investigations of the dwellings, buildings and properties for the purpose of determining the fitness of such dwellings for human habitation, and for the enforcement and administration of any ordinance or ordinances adopted under this Chapter or otherwise for blight remediation in the City.

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

Section 6.2 – Blight Remediation Administration and Low-Income Remediation Access Fund

(A) **Purpose.** There is hereby created a Blight Remediation Administration and Low-Income Remediation Access Fund to help defray or subsidize the City's costs of administration of the Blight Remediation programs authorized by this ordinance and to assist low-income persons in remediating blighted conditions on their properties costs on a first-come first served basis.

(B) **Administration of Fund and Accounting.** The Blight Remediation Administration and Low-Income Remediation Access Fund shall be maintained and accounted for by the City as a separate discrete fund to be used until all monies therein are exhausted and only for the purposes specified in this Chapter, unless otherwise provided by the Council by resolution, in accordance with procedures and rules promulgated by the City Administration.

Section 7 Severability Clause.

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

Section 8 Repealing Clause.

BE IT FURTHER ORDAINED that this Ordinance and the 2026 Housing Code expressly repeals and replaces Ord. No. 4232, 1-4-1994; Ord. No. 4412, 6-4-1996; Ord. No. 4755, 4-11-2000; Ord. No. 5292, 2-3-2009; Ord. No. 5404, 7-5-2011; Ord. No. 5448, 6-5-2012.

Section 9 Effective Date. BE IT FURTHER ORDAINED, That this Ordinance shall take effect after having been passed by City Council, signed by the Chair of Council, certified and delivered to the office of the Mayor in writing by the comptroller, and becomes effective as otherwise provided by law and shall remain effective and operative unless and until the City Council alters, amends clarifies or repeals it by a superseding, amending, clarifying or codifying ordinance.

SPONSORS:

Greene
White
Spinosa

JANA SWEARENGEN-WASHINGTON
CHAIRMAN

ATTACHMENT A

EXCERPTS of 2015 International Property/Maintenance Code Amended for Memphis, Tennessee ("2015 IPMC")

As Adopted by Ordinance No. 5708 and as Amended by Ordinance No. 5711

2015 International Property/Maintenance Code Amended for Memphis, Tennessee and As Amended by Ordinance No. 5811(“2015 IPMC”)

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the 2015 International Property Maintenance Code of the City of Memphis, Tennessee, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall (i) apply to all existing residential structures and nonresidential structures other than hotels and motels serving transient guests only, rest homes, convalescent homes and nursing homes and all existing premises related thereto and (ii) constitute minimum requirements and standards for such premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. An owner, owner's authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of 1 fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFP A 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Unified Development Code.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or of rubbish, garbage, debris, abandoned vehicles, or personal property or the demolition of any structure that is dangerous, unsafe and, or insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2. Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102. 7 .1 Conflicts. shall apply. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code

102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment. The code official shall be appointed by the Mayor of the City of Memphis.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

103.3.l Special Deputies- Volunteer Reserve Officers. The code official shall have the authority to select and train volunteers who will be designated Volunteer Reserve Officers. Such Volunteer Reserve Officers shall be subject to the rules, restrictions and limitations established by the code official. Volunteer Reserve Officers may be empowered by the code official to issue notice of violations as described under 106.2.

103.3.2 Special Deputies - MLGW Excessive Utility Consumption Officers. The board of Memphis Light, Gas and Water may designate certain employees of Memphis Light, Gas and Water as Excessive Utility Consumption Officers to make or cause to be made inspections to determine the conditions of any unit of real estate that is let for occupancy to safeguard the safety, health, and welfare of the public in accordance with this code, for the limited purpose of excessive utility consumption inspections. Such Excessive Utility Consumption Officers under this section shall have all the rights and privileges pursuant to 104.3. When an inspection is to be conducted due to suspected excessive utility consumption the owner of record will be notified at least five calendar days in advance via U.S. mail. No additional notice is required for inspections pursuant to suspected excessive utility consumption. Excessive utility consumption is defined as a unit consuming the highest ten percent of utilities per square foot of units of similar vintage, construction and size. The board of Memphis Light, Gas and Water shall have the power to promulgate additional rules, regulations, restrictions, and limitations applicable to Memphis Light, Gas and Water Excessive Utility Consumption Officers. Excessive Utility Consumption Officers may issue notice of violations as described under 106.2. Property inspection costs and fees of 103.5 shall apply.

103.4 Liability. The code official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.4.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees and penalties. The fees for activities and services related to the prosecution of violations of this ordinance shall be in accordance with the fee schedule duly adopted by resolution of the City Council and published and maintained by the Division of Public Works-Department of Neighborhood Improvement or any successor City Division or Department as designated by Executive Order of the Mayor. The fee Schedule shall be published on the City's Website by the appropriate City Division or Department as so designated by the Mayor hereunder.

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 General. The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry. It is unlawful for any person to resist or interfere with an employee of the department in the performance of their duties by acting in a violent and tumultuous manner so that such employee is placed in danger of safety of his or her life, limb or health.

104.4 Identification. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.5 Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code. Whenever the code official is of the opinion that a structure or premises is dangerous, or is unfit for human occupancy, and is of the opinion that the owners or parties in interest have not complied with his or her orders and all proper appeals have been exhausted, the code official may record a copy of his or her order in the office of Register of Deeds for Shelby County, giving a full legal description of the structure or premises, including subdivision name and lot number. If and when the code official declares the condition to have been rectified, he or she shall release his or her order by making a proper notation in such Register's office. In the event the owner and other parties in interest are of the opinion that they have complied with such order and the code official declines to state that such conditions have been rectified, the matter may be appealed to a court of competent jurisdiction.

104.6 Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

104.7 Fee, Penalty and Lien Waiver. The code official shall have the authority to waive payment of any outstanding cost for fees, penalties or liens imposed under this code if, upon application and a public hearing, the owner or a proposed transferee demonstrates the following:

1. the total amount of liens for unpaid real property taxes, charges, and assessments imposed with respect to the property is such that development is impracticable without the waiver or reduction of outstanding fees, penalties or liens imposed by the code official; and

2. the owner or proposed transferee has either corrected all code violations or provides a plan to correct all code violations within a reasonable time from the date of application; and

3. the owner or proposed transferee demonstrates a financial ability to correct any uncorrected code violations. The application shall include the owner's name, the transferee or potential transferee, property address, tax bill number, contact information, and reasons the claim should be relieved. Nothing in this section shall be constructed as authorizing the waiver of real property taxes. The following form of application, when completed, provides sufficient information.

Hearing Procedure I. 2. 3. The applicant shall be notified by mail of the place and time of the hearing at least fifteen (15) days prior to the scheduled hearing date. Testimony as to the reasons for waiver and financial ability to rehabilitate the premises shall be under oath. Decisions of the code official shall be final. Applicants may revise their application and re-apply to the code official, provided that the code official determines that a substantial change has been made to the application. Fees, penalties, and liens may be reinstated by the code official if the code official determines the rehabilitation of the premises has not occurred.

SECTION 105 APPROVAL

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided that the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons why the alternative was not approved. 9

105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be

permitted to approve appropriate testing procedures performed by an approved agency. 105.3.2 Test reports. Reports of tests shall be retained by the code official for the period required for retention of public records.

105.4 Used material and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the code official.

105.5 Approved materials and equipment. Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources

SECTION 106 VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. 10 The code official may issue an ordinance summons pursuant to T.C.A. § 7-63-201 to any person failing to comply with the provisions of this code.

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

106. 5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices of condemnation or demolition shall also comply with Section 108.3. Notices pertaining to motor vehicles shall comply with the provisions of Section 302.8.1 or Section 302.8.2, as applicable.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following: 1. Be in writing. 2. Include a description of the real estate or personal property sufficient for identification. 3. Include a statement of the violation or violations and why the notice is being issued. 4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code. 5. Inform the property owner or owner's authorized agent of the right to appeal. 6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: 1. delivered personally; or 2. sent by certified or first-class mail addressed to the last known address; or 3. if the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure or personal property affected by such notice.

107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or 11 structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. Whenever the code official believes a structure or equipment to be dangerous or unsafe, when a structure is found unfit for human occupancy, or a structure is found to be unlawful, a notice stating these findings shall be served in accordance with 108.3 and a condemnation hearing shall be held.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous: 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, tom or otherwise unsafe as to not provide safe and adequate means of egress. 3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged. 4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value. 5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 10. Any building or structure, because of a lack of sufficient or proper fire- resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health. 11. Any portion of a building remains on a site after the

demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

108.2.1 Authority to disconnect service utilities. The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Condemnation. Condemnation of a structure or equipment shall only occur after notice and a hearing.

108.3.1 Notice of Condemnation Hearing. The Notice of Condemnation Hearing shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owners authorized agent or the person or persons responsible for the structure or equipment, mortgagee, and parties in interest, each of whom will be able to file an answer and appear in person. Such notice shall be deemed to be properly served if a copy thereof is: 1. delivered personally; or 2. sent by certified or first-class mail addressed to the last known address. If the notice pertains to equipment, it shall be placed on the equipment at issue. The notice shall be in the form prescribed in Section 107.2.

108.3.2 Condemnation Hearing. The Condemnation Hearing shall be before the Code Official or his designated agent, known as the Condemnation Review Officer, not less than 10 days but no more than 30 days after the date of the Notice of Condemnation Hearing. If the Condemnation Review Officer finds that the structure or equipment is dangerous, unsafe, unfit for human occupancy, or is unlawful, he shall state in writing his findings of fact in support and shall issue an Order of Condemnation which: (1) if the repairs can be made at a reasonable cost, specifically if the cost of repair is less than 50 % of the current value of the structure or equipment, condemns the structure or equipment and requires the Owner or responsible party to repair the structure or equipment by bringing it into compliance with this Code and, as determined by the Condemnation Review Officer or the Environmental Court, or (2) If the repairs cannot be made at a reasonable cost, specifically if cost Of repair is greater than 50% of the current value of the structure or equipment, condemns the structure or equipment, and requires the Owner to remove or demolish the structure or equipment in a specified time. The Order of Condemnation which

shall be recorded in the office of Register of Deeds for Shelby County. If the owner fails to comply with an order to repair, alter or improve, vacate and close, or demolish the structure or equipment in the specified time stated in the order, the code official can cause the structure or equipment to be repaired, altered, improved, or demolished. The amount to improve, repair, or demolish will be a lien against the real property upon which such cost was incurred, If the Condemnation Review Officer does not find that the structure or equipment is dangerous, unsafe, unfit for human occupancy, or is unlawful, he shall State in writing his findings of fact in support of this conclusion and dismiss or rescind the condemnation action.

108.3.3 Appeal of Order of Condemnation. All appeals of Orders of Condemnation shall be to the Shelby County Environmental Court or other court of record with competent jurisdiction in accordance with Section 111.

108.3.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so

108.4 Placarding. upon failure of the owner, owners authorized agent or person responsible to comply with the notice provisions within the time given and/or upon issuance of the Notice of Condemnation Hearing the code official shall post on the premises or upon defective equipment a placard stating that the property must not be occupied or that the equipment must not be used. If at the Condemnation Hearing the Hearing Officer issues an Order of Condemnation, as outlined in Section 108.3.1, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard

108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

SECTION 109 EMERGENCY MEASURES

109 .1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is

actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109 .5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the Environmental Court, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official. The code official may, in the exercise of his judgment, establish rules defining when it is unreasonable to repair the structure.

110.2 Notices and orders.

110.3 Failure to comply. Notices and orders shall comply with Section 107. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

111.1 Notice of appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Shelby County Environmental Court, provided that a written notice of appeal is filed within 20 days after the day the decision, notice or order was served. A notice of appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Notice of the appeal shall be provided to the code official within 3 days of filing the appeal.

111.2 Stays of Enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Shelby County Environmental Court.

111.3 Open hearing. Hearings before the Shelby County Environmental Court shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard as determined by the court.

111.4 Environmental Court Decision. The decision of the Shelby County Environmental Court shall be recorded. Copies shall be furnished to the appellant and to the code official. The code official shall take immediate action in accordance with the decision of the Shelby County Environmental Court.

111.5 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law.

SECTION 112 STOP WORK ORDER

112.1 Authority. Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

112.2 Issuance. A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a

stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

112.3 Emergencies. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred fifty dollars or more than one thousand five hundred dollars.

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, Unified Development Code or NFP A 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the code official.

BASEMENT. That portion of a building which is partly or completely below grade. BATHROOM. A room containing plumbing fixtures including a bathtub or shower. BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CHRONIC NUISANCE. Any nonowner-occupied dwelling that is determined by the Environmental Court to be a menace to public health, welfare, or safety as identified by the following factors: (1) A pattern of applicable criminal activity at a non-owner-occupied dwelling that is materially greater than average for a similarly situated non-owner-occupied dwelling provided , however, that the pattern does not include an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the non-owner-occupied dwelling or on the premises; or (2) Repeated failure of the non-owner-occupied dwelling to comply with the provisions of the Tennessee Uniform Residential Landlord Tenant Act (T.C.A. 5 66-28-101 et seq.) that require the owners of non- owner-occupied dwellings to maintain a safe environment and essential services for the occupant; or (3) A pattern of ordinance violations or other neglect of property conditions at a non-owner-occupied dwelling

that negatively impacts the health and safety of the occupant(s), and that is excessive after a review of all the facts and circumstances; or (4) Any other illegal activity or property conditions at a non- owner-occupied dwelling or on the premises, which have been determined by the Environmental Court or another court of competent jurisdiction to be a menace to public health, welfare or safety.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

COMMERCIAL VEHICLE. Any type of motor vehicle designated by the Manufacturer's Gross Vehicle Weight Rating (GVWR) as a Class 4 or greater, or having a GVWR of 14,001 lbs. or greater. In cases of dispute over a vehicle's classification as a commercial vehicle, the determining factor shall be the requirement for the vehicle operator to have a Class B or A Commercial Driver's License in order to legally operate the vehicle.

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or a court.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

ENVIRONMENTAL COURT. The Shelby County Environmental Court for the Thirtieth Judicial District at Memphis, as well as its judges and/or referees

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SP ACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces. 18

HISTORIC BUILDING. Any building or structure that is one or more of the following: 1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places. 2. Designated as historic under an applicable state or local law. 3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure

NON-OWNER-OCCUPIED DWELLING. A dwelling unit or rooming unit that is not occupied by the owner of record, or if unoccupied, is not, in the code official's sole discretion, made available for sale through a good faith effort of the owner.

NUISANCE ACTIVITY. Any activity that could lead to a nn-owner-occupied dwelling being declared a chronic nuisance by the Environmental Court

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building

OPEN ABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property, including lienholders and mortgagees; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling. ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes. 19

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

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept and maintained in a proper state of repair, free from hazardous condition, and otherwise in compliance with Chapter 12-24.

302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, actual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Tracts that are four

acres or more and are either in an industrial zoning district or are maintained in a natural state as a wilderness area are excepted from this provision.

302.5. Trees and Shrubs. All trees and shrubs shall be maintained so as not to imperil public health or safety, or cause damage to any structure, premises, or utility services. upon failure of the owner or agent having charge of a property to properly maintain trees and shrubs after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and remove portions or the entirety of trees or shrubs growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. 302.8 Motor vehicles. Except as provided for in other regulations, no inoperative, rusted, significantly damaged, junked or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. All vehicles parked or stored in single-family residential, duplex or multifamily zoning districts shall be parked or stored on asphalt, concrete or other hard-surface dustless materials as approved by the city or completely enclosed within a building. More than four vehicles parked at any one property is prohibited unless within an enclosed garage. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. No commercial vehicles may be parked in residential zoning districts. No vehicles carrying hazardous material are permitted in residential zoning districts. No person shall park or store or permit the parking or storing of more than one boat and boat trailer, and no more than one camping trailer or recreational vehicle per dwelling unit. No part of such parking or storage area shall be used for living, sleeping or housekeeping purposes. It is unlawful for any person to park or store any motorized vehicle or equipment, such as, but not limited to campers, trailers, boats or other recreational type equipment, on any residential street in the city.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative, rusted, significantly damaged, junked or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. All vehicles parked or stored in single-family residential, duplex or multifamily zoning districts shall be parked or stored on asphalt, concrete, brick, pavers (interlocking or permeable), or gravel/rock. More than four vehicles parked at any one property is prohibited unless within an enclosed garage. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. No commercial vehicles may be parked in residential zoning districts. No vehicles carrying hazardous material are permitted in residential zoning districts. No person shall park or store Or permit the parking

or storing of more than one boat and boat trailer, and no more than one camping trailer or recreational vehicle per dwelling unit. No part of such parking or storage area shall be used for living, sleeping or housekeeping purposes. It is unlawful for any person to park or store any motorized vehicle or equipment, such as, but not limited to campers, trailers, boats or other recreational type equipment, on any residential street in the city

302.8.1 Special Notice Procedure for Motor Vehicles. Whenever the code official determines that there has been a violation of the provisions of this section, notice shall be given to the owner in lawful possession or control of the property upon which the vehicle is located and to the registered owner of the vehicle. Notice shall be served upon the registered owner of the vehicle by leaving a copy on or within the vehicle. Notice shall be served upon the owner or person in lawful possession or control of the property upon which the vehicle is located by conspicuously posting it upon the premises, unless the premises is publicly owned. The code official shall additionally provide notice as required in Section 107 on the owner in lawful possession or control of the property upon which the vehicle is located and the registered owner of the vehicle as identified by a title search.

302.8.2. Special Procedure for Abandoned Motor Vehicles. If, the violation or violations are not corrected after the time provided for in the notice, the code official shall order the removal of the vehicle to the city's vehicle storage lot. At the time the vehicle is removed, a tow-in ticket shall be completed in triplicate. At the time a vehicle is moved to the city's vehicle storage lot pursuant to this section, the division of police services shall be notified immediately of such fact.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.l Swimming pools.

303.2 Enclosures. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self- latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE 304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength; 2. The anchorage of the floor or roof to walls or columns, and of walls and

columns to foundations is not capable ofresisting all nominal loads or load effects; 3. Structures or components thereof that have reached their limit state; 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight; 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects; 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects; 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects; 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects; 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects; 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that is anchored with connections not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All lead hazards shall be eliminated by employing the use of nationally accepted standards and techniques and in compliance with all applicable local, state and federal laws, statutes, and ordinances, including without limitation: 15 U.S.C. Ch. 53; 42 U.S.C. Ch. 63; 42 U.S.C. Ch. 63A; 40 C.F.R. Ch. 1, Subch. R, Pt. 745; 24 C.F.R. Subt. A, Pt. 35; T.C.A. § 68- 131-401 et seq.; and Tenn. Comp. R. & Regs. 1200-01-18-.01 et seq. The use of lead-based paint is specifically prohibited. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.2.1. Presumption of lead or mold hazard. If the code official determines that a lead or mold hazard exists on the premises, then there shall exist a rebuttable presumption that such hazard

exists, and the owner shall be subject to all fees and penalties as established under 5103.5. The owner shall have the opportunity to disprove such presumption by presenting evidence that, in the code officiars sole discretion, establishes such hazard does not exist. If such presumption is not disproved, the owner shall be subject to all fees and penalties as established under 5103.5. Section 305.3.1. Presumption of lead or mold hazard. If the code official determines that a lead or mold hazard exists at the premises, then there shall exist a rebuttable presumption that such hazard exists, 4 and the owner shall be subject to all fees and penalties as established under 5103.5. The owner shall have the opportunity to disprove such presumption by presenting evidence that, in the code officer's sole discretion, establishes such hazard does not exist. If such presumption is not disproved, the Owner shall be subject to all fees and penalties as established under §103.5.

304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be 24 Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terracotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed

surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes. 304.13.2 Operable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from March 1 to December 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is operable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength; 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects; 3. Structures or components thereof that have reached their limit state; 4. Structural members are incapable of supporting nominal loads and load effects; 5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects; 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Exceptions: 1. Where substantiated otherwise by an approved method. 2. Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior Surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. The presence of mold is explicitly prohibited. peeling, chipping. flaking or abraded paint shall be repaired, removed, or covered. All lead hazards shall be eliminated by employing the use of nationally accepted standards and techniques and in compliance with all applicable local, State, and federal laws, statutes, and ordinances, including without limitation: 15 U.S.C. Ch. 53; 42 U.S.C. Ch. 63; 42 U.S.C. Ch. 63A; 40 C.F.R. Ch. 1, subch. R, pt. 745; 24 C.F.R. subt. A, Pt. 35; T.C.A. 568-131-401 et seq.; and Tenn. Comp. R. & Regs. 1200-01-18-.01 et seq. The use of lead-based paint is specifically prohibited. Cracked or Bose plaster, decayed wood and other defective surface conditions shall be corrected

.305.3.1. Presumption of lead or mold hazard. If the code official determines that a lead or mold hazard exists at the premises, then there shall exist a rebuttable presumption that such hazard exists, 4 and the owner shall be subject to all fees and penalties as established under §103.5. The owner shall have the opportunity to disprove such presumption by presenting evidence that, in the code official's sole discretion, establishes such hazard does not exist. If such presumption is not disproved, the Owner shall be subject to all fees and penalties as established under §103.5.

305.4 Stairs and walking surfaces. sound condition and good repair. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTIONS 306 AND 307 IN THE IPC 2015 ADOPTED IN ORDINANCE NO. 5708 ARE INCORPORATED HEREIN BY REFERENCE AS IF SET OUT VERBATIM

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors. 308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak-proof, covered, outside garbage container.

308.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal

SECTION 309 PEST ELIMINATION

309.l Infestation. Every owner shall keep its structures and exterior property free from rodent harborage and infestation by insects, rodents, vermin, bed bugs or other pests. Owners shall ensure the termination of all insects, rodents or other pests by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent infestation.

309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is

caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Owner and Occupant. Owner and occupant shall be jointly and severally liable for continued rodent and pest-free condition. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTERS 5, 6, 7 and 8 IN THE IPC 2015 ADOPTED IN ORDINANCE NO. 5708 ARE INCORPORATED HEREIN BY REFERENCE AS IF SET OUT VERBATIM

CHAPTER 11:

CHRONIC NUISANCE

1101.1 Chronic nuisance rental dwelling— In general. If the code official determines that a non-owner-occupied dwelling meets the definition of a chronic nuisance as set forth in this chapter and that the owner(s), tenant(s), occupant(s), or property manager caused or permitted the chronic nuisance to exist or continue, the code official shall issue a summons requiring the owner(s), tenant(s), occupant(s) and/or property manager to appear before the Environmental Court or other court of record with competent jurisdiction (the "Acting Court") to answer the charge of chronic nuisance against the non-owner-occupied dwelling and if so proven, present the steps the owner shall take to mitigate or abate such nuisance in accordance with the following procedure:

1101.2 Notice. The code official shall notify the owner(s) and tenant(s) in writing via a summons to the court that the non-owner-occupied dwelling meets this section's definition of a chronic nuisance. Notices shall comply with Section 107 of this code and shall contain the following information: (1) The street address or a legal description sufficient for identification of the chronic nuisance where the activity has occurred; (2) A statement by the code official with a detailed description of the basis upon which he or she has determined that the non-owner-occupied dwelling is a chronic nuisance. The code official shall include the following statement prominently and in all capital letters: THIS IS NOT AN EVICTION ACTION BUT AN ACTION TO REQUIRE COMPLIANCE WITH LOCAL ORDINANCES AND LAWS. IF YOU ARE A TENANT WITH QUESTIONS CALL [INSERT CURRENT CODE OFFICIAL CONTACT NUMBER HERE); A notice that the owner or property manager respond and appear before the Acting Courtat the time designated on the notice. Refusal of receipt shall be deemed receipt of notice for the purposes of this section; and (4) The code official shall take reasonable efforts to notify all tenants at the Commencement, including but not limited to posting in a conspicuous location, direct mail, the internet or other social media, or the like. If the Owner is the defendant, then the owner shall bring to the first hearing a copy of the most recent certified rent roll to be used to provide notice of the proceedings to the tenants of the non-owner-occupied dwellings directly affected by the alleged violation.

1101.3 Hearing. At the appearance before the Environmental Court, the Acting Court shall make a final determination regarding whether the non-owner-occupied dwelling is a chronic nuisance. upon a finding that the non-owner-occupied dwelling is a chronic nuisance, the Acting Court shall require, that there shall be completed, at the owners expense, within forty-five (45) days of the hearing: (1) A comprehensive unit by unit home inspection of the property by the code official; and (2) A site safety inspection of the nan-owner-occupied dwelling by a qualified inspector as

determined by the court; At the conclusion of the forty five (45) days, the Acting Court shall hold a hearing with the owner wherein the site safety specialist and the code official shall appear and submit their report. The Acting Court shall specify steps to be taken by the owner to correct the chronic nuisance, as well as order compliance with any site safety recommendations from the site safety specialist which the Acting Court deems necessary. The Acting Court shall also schedule a third hearing to take place six (6) months after the second hearing to determine whether proper steps have been taken and whether continued monitoring Of the chronic nuisance, if it still exists, remains necessary.

1101.4 Nuisance activity by tenant or occupant. If the nuisance activity has been Or is being conducted by a tenant or occupant of the nan-owner-occupied dwelling, then the tenant and/or occupant shall be summoned to court and advised of his or her or their obligation to maintain the premises in compliance with the law and that failure to do so may result in termination of the tenant's and/or occupant's legal right of control of the property and/or the imposition of fines against the tenant and/or occupant. 2 Notwithstanding anything to the contrary in this section, no owner may use the reporting of a crime by a tenant as a basis for the eviction of a tenant and, to the extent permitted by law, the initiation of an eviction proceeding by an Owner within six (6) months of a tenant reporting a crime or exercising any Other right under this chapter shall create a rebuttable presumption that the owner acted in violation of this chapter.

1101.5 Nuisance activity by guests. If the nuisance activity has been or is being conducted by a guest or guests of a tenant(s) or occupant(s), then the Acting Court shall order the Owner or property manager to: (1) Place the individual(s) on Authorization of Agency and bar them from the non-owner-occupied dwelling; and (2) Provide the tenant(s) or occupant(s) with written notice that allowing such person(s) on the premises shall constitute a lease violation for which tenancy may be terminated.

1101.6 Failure to respond by tenant or occupant. In the event the notified tenant(s) and/or occupant(s) fail to respond and appear before the Acting Courtor the tenant(s) and/or occupant(s) engaged in or permits the continuation of the nuisance activity, the Acting Court may deem such continuation as the owner(s) permitting the continuance of the nuisance activity.

1101.7 Bar on transfer. The declaration by the Acting Court that a non-owner-occupied dwelling is a chronic nuisance shall act as a bar of any transfer of title of the subject parcel or of any interests pertaining to such subject parcel, including, but not limited to, transfers by tax sale or other foreclosure, transfers, or creation of lien interests in the subject parcel, from the date of the filing until the petition is dismissed or until specific orders of the Acting Court authorizing a transfer of title .

1101.8 Defenses. It is a defense for the owner. tenant(s) and/or occupant(s) Of the nonowner-occupied dwelling to an action seeking the declaration of the nonowner-occupied dwelling as a chronic nuisance that the owner, tenant(s), and/or occupant(s), at the time in question could not, in spite of the exercise of reasonable care and diligence, prevent a third party from engaging in the conduct constituting the subsequent occurrence of nuisance activity.

1101.8.1 The following shall also be defenses for an owner or property manager to an action seeking the declaration of the non-owner-occupied dwelling as a chronic nuisance: (1) The Owner or property manager has begun legal proceedings to regain control of the non-owner-occupied dwelling from a tenant or an occupant who is responsible for the nuisance activity in question; (2) The nuisance activity was conducted by a person who has been banned from the property via

Authorization of Agency; (3) An Owner, in trying to abate the nuisance activity, attempted legal action to regain control and possession of the non-owner-occupied dwelling from a tenant or an occupant but was denied by a court; (4) The owner is the victim of a nuisance activity at the non-owner-occupied dwelling that threatens his life or safety; (S) The failure to maintain the non-owner-occupied dwelling in a condition not constituting a chronic nuisance is due to an act of nature, serious illness of the owner, or legal barrier preventing the owner from making such maintenance or repairs; and (6) In the case of a chronic nuisance based on criminal activity, in considering the conduct of the owner, the owner has completed a site safety inspection and provided a written report to the Environmental Court, engaged the consulting services of an Environmental Court-approved certified site safety specialist, and is making reasonable progress in implementing the recommendations.

1102.1 Chronic nuisance rental dwelling— Remedies and fines.

1102.2 In general. If a court determines that a chronic nuisance exists at the non-owner-occupied property, the court in its discretion may impose a civil fine not to exceed $50.00 unit per day for non-compliance or an injunction requiring the abatement of the nuisance activity that resulted in the activity being declared a chronic nuisance by the court.

1102.3 Notwithstanding Section 1102.2, and whether or not it is a first or subsequent Offense. if the court finds that an owner or property manager willfully failed to implement a reasonable site safety abatement plan ordered by the Environmental Court, the court may impose a civil fine or an injunction restricting, in whole or in part, the occupancy of the non-owner-occupied property where the nuisance activity reached the status of a chronic nuisance or any dwelling unit thereof in question.

1102.4 Receiver. (1) The court may appoint a receiver, as it deems necessary, in accordance with the Uniform Commercial Real Estate Receivership Act to bring the non-owner-occupied dwelling which has been declared a chronic nuisance into compliance with this chapter. (2) The court may, as it deems necessary, declare a non-owner-occupied dwelling to be a public nuisance as defined pursuant to Tenn. code Ann. §13-6-106 (NPA).

1103.1 Report and Review. The code official shall be responsible for preparing a report containing the following information that shall be submitted to City Council on an annual basis: (1) properties that qualify for referral to the Acting Court pursuant to this chapter; (2) All recommendations and agreements made by the Acting Court pursuant to this chapter in relation to the properties referred to the Environmental Court; and (3) the final disposition of properties referred to the Environmental Court.

APPENDIX A: BOARDING STANDARDS IN THE IPC 2015 ADOPTED IN ORDINANCE NO. 5708 ARE INCORPORATED HEREIN BY REFERENCE AS IF SET OUT VERBATIM

INDEX OF 2015 IPMC

SECTION 101 GENERAL

SECTION 102 APPLICABILITY

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

SECTION 105 APPROVAL

SECTION 107 NOTICES AND ORDERS

SECTION 106 VIOLATIONS

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

SECTION 109 EMERGENCY MEASURES

SECTION 110 DEMOLITION

SECTION 111 MEANS OF APPEAL

SECTION 112 STOP WORK ORDER

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

SECTION 202 GENERAL DEFINITIONS

CHAPTER 3 GENERAL REQUIREMENTS

SECTION 301 GENERAL

SECTION 302 EXTERIOR PROPERTY AREAS

SECTION 303 SWIMMING POOLS, SP AS AND HOT TUBS

SECTION 304 EXTERIOR STRUCTURE SECTION

305 INTERIOR STRUCTURE

SECTION 306 COMPONENT SERVICEABILITY

SECTION 307 HANDRAILS AND GUARDRAILS

SECTION 308 RUBBISH AND GARBAGE SECTION

309 PEST ELIMINATION

CHAPTER 4: LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401: GENERAL SECTION

402 LIGHT SECTION 403 VENTILATION

SECTION 404 OCCUPANCY LIMITATIONS

CHAPTER 5: PLUMBING FACILITIES AND FIXTURE REQUIREMENTS
SECTION 501: GENERAL

SECTION 502 REQUIRED FACILITIES

SECTION 503 TOILET ROOMS

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

SECTION 505 WATER SYSTEM

SECTION 506 SANITARY DRAINAGE SYSTEM

SECTION 507 STORM DRAINAGE

CHAPTER 6: MECHANICAL AND ELECTRICAL REQUIREMENTS
SECTION 601: GENERAL

SECTION 602 HEATING FACILITIES

SECTION 604 ELECTRICAL FACILITIES

SECTION 605 ELECTRICAL EQUIPMENT

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

SECTION 607 DUCT SYSTEMS

CHAPTER 7: FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

SECTION 702 MEANS OF EGRESS

SECTION 703 FIRE-RESISTANCE RATINGS

SECTION 704 FIRE PROTECTION SYSTEMS

CHAPTER 8: REFERENCED STANDARDS

CHAPTER 11: CHRONIC NUISANCE

APPENDIX A: BOARDING STANDARDS

Docusign Envelope ID: 2E31B3C2-D8AD-81E0-82B1-1C94179ACBA0

T-058

Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

   Resolution to Amend the Fiscal Year 2027 General Fund, Solid Waste Management Fund, Sewer Treatment & Collections Fund, and Storm Water Fund Operating Budgets.

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

   Administration

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

   N/A

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

   Impacts all council districts and super districts.

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

   Not Applicable

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

   This is a Resolution to Amend the Fiscal Year 2027 General Fund, Solid Waste Management Fund, Sewer Treatment & Collections Fund, and Storm Water Fund Operating Budgets

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

   N/A

Docusign Envelope ID: 2E31B3C2-D8AD-81E0-82B1-1C94179ACBA0

T-058

Resolution to Amend the Fiscal Year 2027 General Fund, Solid Waste Management Fund, Sewer Treatment & Collections Fund, and Storm Water Fund Operating Budgets

WHEREAS, the Memphis City Council adopted the fiscal year 2027 City of Memphis ("COM") budget on June 23, 2026 ("Budget"), which included a two (2) percent wage increase for all City of Memphis employees with an additional Two Thousand & 00/100 Dollars ($2,000.00) bonus allocated for employees who are AFSCME members; and

WHEREAS, prior to the adoption of the Budget, AFSCME requested a five (5) percent wage increase plus an additional Five Thousand & 00/100 Dollars ($5,000.00) bonus for AFSCME members as part of the COM impasse process on June 8, 2026; and

WHEREAS, discussions during the adoption of the Budget included 1) revisiting AFSCME's request in the first quarter of Fiscal Year 2027 ("FY27") to evaluate the feasibility of an additional wage increase; and 2) targeted wage increases for AFSCME employees; and

WHEREAS, funding appropriated in (1) the FY27 General Fund Adopted Budget contribution to fund balance; (2) the Solid Waste Management Fund; (3) the Sewer Treatment & Collections – Operating Fund; and (4) the Storm Water Fund is available to support the following targeted increases:

1. Increasing the base hourly wage for employees in the following positions to $22.00/hour:

Compliance Specialist	Office Support Clerk
Concrete Worker	Photo Lab Tech
Cook	Police Inventory Control Clerk
Court Rec Clerk Sr	Police Investigative Proc Spec B
Crewperson	Property Room Attendant
Custodian	Semiskilled Crewperson
Equipment Operator	Special Equipment Operator
Flagman Officer Spec	Traffic Counter
Maintenance Distribution Tech	Transcriptionist
Maintenance Tech	
Office Assistant	

2. Increasing the base hourly wage for employees in the following positions within COM's Solid Waste Division by 5%:

Solid Waste Crewchief	Solid Waste Crewperson
Solid Waste Maintenance Mechanic	Solid Waste Tractor Trailer Driver
Solid Waste Truck Driver	

3. Increasing the base hourly wage for employees in the following positions within COM's Solid Waste Division by 2%:

Docusign Envelope ID: 2E31B3C2-D8AD-81E0-82B1-1C94179ACBA0

T-058

Solid Waste Special Equipment Operator II; and

WHEREAS, funding for the aforementioned increases is being provided from the following sources

1. AFSCME targeted increases (General Fund) in the amount of $786,325, to be funded from a contribution from fund balance.
2. AFSCME targeted increases (Solid Waste Management Fund) in the amount of $1,460,149, to be funded from Solid Waste Fund balance.
3. AFSCME targeted increases (Sewer Treatment & Collections - Operating Fund) in the amount of $66,068, to be funded from Sewer Fund Balance.
4. AFSCME targeted increases (Storm Water Fund) in the amount of $94,933, to be funded from Storm Water Fund Balance;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that the Fiscal Year 2027 General Fund Operating Budget, the Solid Waste Management Fund, the Sewer Treatment & Collections-Operating Fund and the Storm Water Fund be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982 in the amount of $2,407,475 for FY27.

BE IT FURTHER RESOLVED, that the Chief Financial Officer, Budget Office, and other appropriate City officials are authorized to make all necessary accounting, budgetary, administrative, technical, and fund-level adjustments required to implement the provisions of this Resolution and reflect such adjustments in the Fiscal Year 2027 Adopted Operating Budgets.

September 15, 2026

Docusign Envelope ID: B08CFBDE-4F45-8ED7-802D-BBA3AEAA1372

Memphis City Council Summary Sheet

(Revised January 28, 2026)

1. **Description of the Item (Resolution, Ordinance, etc.)**
   Resolution to accept grant funds in the amount of Four Hundred Thirty Thousand Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives.

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

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.**
   All Districts

5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
   This requires a new Contract between the City of Memphis and the State of Tennessee, Tennessee State Library and Archives

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

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

Docusign Envelope ID: B08CFBDE-4F45-8ED7-802D-BBA3AEAA1372

G020

A Resolution to accept and appropriate grant funds in the amount of Four Hundred Thirty Thousand, Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives 2027 Metro Grant.

WHEREAS, the City of Memphis, Division of Library Services, Memphis Public Library & Information Center has received grant funds in the amount of Four Hundred Thirty Thousand, Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives; and

WHEREAS, these funds will be used to purchase physical and digital collection items to increase resource access across the City of Memphis; and

WHEREAS, it is necessary to accept and appropriate grant funds in the amount of Four Hundred Thirty Thousand, Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives for collection development; and

NOW, THEREFORE, BE IT RESOLVED by the council of the City of Memphis that grant funds in the amount of Four Hundred Thirty Thousand, Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives

BE IT FURTHER RESOLVED, that the Fiscal Year 2027 Operating Budget be and is hereby amended by appropriating the revenues and expenditures for collection development in the amount of Four Hundred Thirty Thousand, Five Hundred Dollars and Zero Cents ($430,500.00) from the State of Tennessee, Tennessee State Library and Archives as follows:

Revenue	
State of Tennessee,	
Tennessee State Library and Archives	
State Portion	$420,500.00
Federal Portion	$10,000.00
TOTAL	$430,500.00
Expenditures	
Collection Development	$430,500.00
TOTAL	$430,500.00

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

Memphis City Council Summary Sheet

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

   Resolution approving and ratifying the FY2027 Intergovernmental Agreement with Shelby County Government

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

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

4. **State withered this will impact specific council districts or super districts.**
   Unincorporated Shelby County

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

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

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

RESOLUTION

A RESOLUTION APPROVING AND RATIFYING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MEMPHIS, BY AND THROUGH MEMPHIS PUBLIC LIBRARIES, AND SHELBY COUNTY GOVERNMENT FOR THE OPERATION OF THE EAST SHELBY BRANCH LIBRARY

WHEREAS, Any public agency may enter into agreements with another public agency to perform a governmental service pursuant to the provision of Tennessee Code Annotated, Section 12-9-101, et seq., and more specifically Section 12-9-108; and

WHEREAS, The County has determined that it desires that the East Shelby Branch Library owned by the County remains a part of the City's current library system and to contract with the City for the direct provision of library services; and

WHEREAS, the contract term shall continue from July 1, 2026, through June 30, 2027 and provide renewal options for three additional one-year periods; and

WHEREAS, the total cost for each contract period shall not exceed $639,742.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the agreement between the City of Memphis Division of Library Services and Shelby County Government be approved.

BE IT FURTHER RESOLVED, that the Agreement's three (3) one-year renewal options may be exercised only in accordance with the terms of the Agreement and subject to all applicable appropriations, approvals, and City requirements.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon adoption by the City Council.

Government: Shelby County
Contract: Revenue
Amount: $639,742.00

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MEMPHIS AND SHELBY COUNTY GOVERNMENT FOR THE OPERATION OF THE EAST SHELBY BRANCH LIBRARY

This Intergovernmental Agreement ("Agreement"), effective as of the ____ day of _____, 2026, is made between the **CITY OF MEMPHIS,** by and through its Library Division **("City"),** and **SHELBY COUNTY GOVERNMENT** by and through its Division of Community Services **("County")** for the operation of the East Shelby Branch Library.

RECITALS

WHEREAS, any public agency may enter into agreements with another public agency to perform a governmental service pursuant to the provisions of Tenn. Code Ann. §12-9-101 et seq. and, more specifically, §12-9-108; and

WHEREAS, the County has determined that it desires that the East Shelby Library owned by the County remain a part of the City's current library system and to negotiate with the City for the direct provision of library services; and

WHEREAS, the parties have agreed to set forth herein the terms which shall govern the continuation of and day-to-day library operations to be furnished by the City to the East Shelby Library for the citizens of Shelby County, Tennessee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made herein, and intending to be legally bound, the parties hereby agree as follows:

1. CONTINUATION AGREEMENT

1.1 The parties hereby agree that the City will continue to provide management and support services directly to the East Shelby Library for an initial term of one (1) year commencing July 1, 2026 through June 30, 2027 with three (3) one-year renewal options.

1.2 The services to be provided to the East Shelby Library and the citizens of Shelby County (i.e. Arlington, Bartlett, Collierville, Germantown, Memphis, Millington, Lakeland and unincorporated areas of Shelby County) shall include a level of services based on the proposal attached hereto as Exhibit A and an approved annual budget which shall not exceed $639,742.00 for operation of the Library as set forth on Exhibit B attached hereto.

1.3 The Parties shall have the option to extend the agreement for an additional one-year term. In the event of a desired extension, the parties shall negotiate, in good faith, the funding level and specific terms and conditions outlined in Exhibit A and Exhibit B, including staffing levels and hours of operation, for the successive term at least ninety (90) days prior to the expiration of the then current term.

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

2. COMPENSATION AND FUNDING

2.1 The County agrees to pay the sum of $53,311.83 per month to the City for management and support services provided to the East Shelby Library for the fiscal year ending June 30, 2027.

2.2 The County shall wire funds to the City at the beginning of each month for the East Shelby Library staff salaries, payroll taxes and benefits.

2.3 The County has appropriated the sum of $639,742.00 for Fiscal Year 2027.

2.4 Citizens of Shelby County (i.e. Arlington, Bartlett, Collierville, Germantown, Memphis, Millington, Lakeland and unincorporated areas of Shelby County) will not be charged a fee for use of services at the East Shelby Library branch.

2.5 Any and all fees and fines collected at the East Shelby Library shall remain with the City.

3. BUILDING MAINTENANCE

3.1 The County shall be responsible for providing landscaping services and for any and all expenses relating to any capital repairs, alterations or other improvements (e.g., non-customary building maintenance, heat and air conditioning maintenance, etc.) to East Shelby Library.

4. TERMINATION.

4.1 Upon termination of this Agreement, both parties shall each use their best efforts to return books and materials to the respective owners and cooperate with each other to make the necessary transition as seamless as possible. Any amounts owed to each other shall be due and payable within thirty (30) days after termination.

4.2 The parties acknowledge and agree that all books, materials, equipment, and other items currently located in the East Shelby Library which bears a label or stamp of East Shelby are the sole property of the County.

4.3 The parties further agree that all books, equipment, materials and other items purchased by the City in the future with County funds shall remain the property of the County.

4.4 Upon termination of this Agreement, all books and materials currently held and/or received at any future date by the East Shelby Library which belong to another library shall be promptly returned to the respective owner of such books and materials, and the parties shall cooperate in good faith with each other to make such transfer as seamless as possible.

4.5 Upon termination of this Agreement and receipt of final payment hereunder, the City shall deliver within ten (10) days to the County Government all books and materials it may then hold that were purchased for the East Shelby Library.

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

4.6 County may terminate this Agreement upon providing sixty (60) days written notice to the City for the City's failure to provide the services specified within the Agreement, and the City has failed to cure such breach within the 60-day time period.

4.7 This Agreement may be terminated by either party by giving sixty (60) days written notice to the other, before the effective date of termination.

4.8 In the event of termination of the Agreement, the City shall be paid for all services rendered prior to said termination date. All services completed by the City shall be documented and tangible work documents shall be transferred to and become the sole property of County prior to payment for services rendered.

5. REPORTS.

5.1 The City shall provide to the County quarterly and annual reports of financial expenses and service deliverables related to the East Shelby Library. Said quarterly reports will be submitted by the end of October, January and April of each contract term. Said annual report will be submitted by the end of August upon expiration of the then current contract term.

6. AUDITS.

6.1 The County reserves the right to audit the records of the City that pertain to the City's fulfillment of its obligations under the terms of this Agreement, provided that such audit does not interfere with the City's normal business affairs. Such records may be inspected, verified, audited, or copied by the County Government, at the County's expense, at the location at which they are kept during regular business hours by the official designated by the County Government within ten (10) days notice to the City. The City shall keep such records and books of accounts for a period of three (3) years after the completion of the contractual obligations or final payment tendered under this Agreement, whichever is later.

7. NOTICE.

7.1 All notices or requests to the City shall be given in writing to the Director of Libraries, 3030 Poplar Avenue, Memphis, Tennessee 38111-3527 and copied to the City Attorney and Chief Legal Officer, 125 North Main Street, Room 336, Memphis, Tennessee 38103-2079. Notices and requests to Shelby County Government shall be given in writing to the CAO, Shelby County Administration, 160 North Main Street, Suite 1100, Memphis, TN 38103 and copied to Contract Administration, 160 North Main Street, Suite 900, Memphis, Tennessee 38103.

8. MISCELLANEOUS PROVISIONS.

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties pertaining to the subject matter hereof.

8.2 Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

8.3 Assignment. Neither party hereto shall assign or transfer its interest in this Agreement without the prior written consent of the other party.

8.4 Amendment. This Agreement may be modified or amended only by a document in writing executed by the parties hereto.

8.5 Liability. The parties recognize that each party is a governmental entity as defined by Tennessee Code Annotated Section 29-20-101 et seq. and is self-insured for acts of negligence of its officers and employees. The County shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from the City's own negligence in the performance of this Agreement.

The County further agrees to be responsible for the contents of the East Shelby Library building and for any loss, cost, damage or expense resulting from fire, explosion or any other casualty to said building.

8.6 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, the parties agree that all actions, whether sounding in tort or in contract, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other.

8.7 Effective Date. This Agreement shall be in effect as of July 1, 2026.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement as of the date above written.

CITY OF MEMPHIS

By: _____
Paul Young, Mayor

APPROVED AS TO FORM:

_____
(NAME), City Attorney
and Chief Legal Officer

Attest:

_____
Comptroller

SHELBY COUNTY GOVERNMENT

By: _____
Mickell M. Lowery, Mayor

APPROVED AS TO FORM:

_____
County Attorney

Docusign Envelope ID: 0237925E-7E56-882B-8274-70B82E586632

EXHIBIT A

East Shelby Branch Library
Proposal for $639,742 Operating Budget
FY 2027

Memphis Public Library (MPL) has operated the East Shelby Branch Library since the building first opened to the public on February 15, 1999. Over its years of operation, the branch has offered much needed library services to the growing population of southeastern Shelby County, and the community has responded with high customer demand/usage. An average of approximately 80,000 customers visit the branch on an annual basis. Of this total, 33,000 customers visit the branch on computers. In addition, these customers use the branch's collection of nearly 90,000 items by borrowing 40,000 items.

MPL plans to continue providing the highest level of library services to the customers of East Shelby Branch Library by adequately conducting and supervising all aspects of the day-to-day operations. The following g information highlights the details of how East Shelby Branch will continue to operate efficiently.

Hours of Operation:
The East Shelby Branch will operate 48 hours per week, Monday – Saturday, 10AM – 6PM. MPL's collective hours of operation span Monday through Thursday from 10AM – 8PM, Friday and Saturday from 10AM – 6PM, and Sunday from 1PM – 5PM.

Residency Requirements:
As the East Shelby Branch is 100% funded by Shelby County, all Shelby County residents (i.e., residents and property owners of Arlington, Collierville, Germantown, Lakeland, Memphis, Millington, and unincorporated Shelby County) will be able to use the branch with no assessment of a user fee. Residents of Memphis and unincorporated areas of Shelby County will be able to use the complete range of MPL services (i.e., 18 Library facilities, e- resources, and a range of mobile services) with no assessment of a user fee.

Staff Levels:
The East Shelby Branch staff will include a balance of specialized positions that ensure that the branch can continue to meet customer demand, while helping satisfy individual and community needs. It is important to note that as a branch of MPL, East Shelby will receive system-wide support/consulting from expert staff in areas such as library management, information delivery, security, collection development, staff development, youth/teen/adult services, marketing/public relations, and information technology. The branch's staff complement will include 6 Full Time (40 hours/week) and 1.5 FTEs Part Time/Temporary (20 hours/week). The following positions will be represented in the complement:

Full Time	**Part Time**
Sr. Library Manager	Public Service Specialist
Library Assistant	Circulation Assistant
Circulation Supervisor	

Fees & Fines Assessment: Only for overdue, etc.

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Public Computers:
Memphis Public Library will provide 42 computers for public use. The computers are equipped with a standard Microsoft Office Suite, which provides access to the Internet, as well as poplar word processing and spreadsheet tools. As mentioned above, MPL's expert staff has the skills and expertise needed to effectively meet public computer needs.

Resources Available:
In Addition to East Shelby Branch's in-house collection of approximately 90,000 items, customers have access to the larger MPL collection of approximately 1.8 million items. In fact, in most cases, MPL's efficient inter-branch delivery system makes it possible for customers to receive an item from another branch library within a 24-hour period.

Finally, MPL participates in a nation-wide interlibrary loan program, and as a result, East Shelby customers have access to millions of additional resources in libraries throughout Tennessee and the United States.

Marketing Plans and Community Outreach:
Over the years, East Shelby staff has developed a myriad of programs and services that are designed to reach out to the diverse community. The East Shelby Branch, with the support of MPL, will continue providing programs and services that target community needs. East Shelby's marketing plans include use of internal and external media. Internal media includes MPL resources such as Library NewsLINC (a television show produced through WYPL TV 18, the library's television station), WYPL radio public service announcements, MPL newsletters, East Shelby Branch bulletin boards, MPL's website (www.memphislibrary.org), and specialized branch programming. In addition, library staff will conduct regular visits to area elementary, middle and high schools to educate the community on the branch's services and programs. External media (e.g., local newspapers, radio, television, and printed brochures/flyers) will also be used to market East Shelby. MPL marketing department regularly produces and distributes press releases and public service announcements to local media outlets.

Specific Performance Measurement and Efficiency Indicators:
As mentioned above, MPL plans to continue providing the highest level of library service to the customers of East Shelby Branch Library. MPL will analyze service and usage data on a quarterly and annual basis to evaluate branch performance. The indicators measured/evaluated include the following:

Materials borrowed	Public meeting room use
New customer registration	Community Contacts
Hourly customer attendance	Customer computer use
Program attendance	Materials added

Level of Security:
Security is a high priority at all MPL branch locations. In addition to contracting with one part-time security guard, the library uses a security camera system to monitor all branch locations including East Shelby. The camera system is monitored by MPL's security dispatch as well.

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EXHIBIT B
Memphis Public Library
East Shelby FY 2027 Budget—Proposed

PERSONNEL	FY2024	FY2027
Salaries (7.5 Total FTEs)*	$232,979.78	$ 299,067
Benefits	$ 44,040.08	$ 62,695
Central Staff Support	$185,197.50	$ 185,197
Sub-Total	**$462,217.36**	**$ 546,959**
Materials (Books, Databases, etc.)	$ 2,366.64	$ 2367
Utilities	$ 47,256.00	$ 47,256
Phones	$ 11,338.00	$ 11,338
Other Materials and Supplies (M&S) *See Schedule***	$ 31,822.00	$ 31,822
Sub-Total	**$ 92,782.64**	**$ 92,783**
Grand Total	**$555,000.00**	**$ 639,742**

PERSONNEL COMPLEMENT*	
Full Time (6 Total FTEs)	**Part Time (1.5 FTEs)**
Sr. Library Manager (1)	Public Service Specialist (2)
Library Assistant (4)	Circulation Assistant (1)
Circulation Supervisor (1)	N/A

MATERIALS AND SUPPLIES (M&S) Schedule**	
Security	$ 15,886.00
Janitorial	$ 9,420.00
Trash Disposal	$ 540.00
Copiers	$ 1,500.00
Supplies	$ 3,600.00
Pest Control	$ 432.00
Burglar Alarm Monitoring	$ 444.00
Total M&S	$ 31,822.00

A Resolution to Allocate and Appropriate Three Million Two Hundred Fifty-Nine Thousand and Two Hundred Eighty-Two Dollars ($3,259,282.00) in Data Center Revenues Collected During FY2026 to Nine Projects and Programs, in Accordance with the Community Benefit Ordinance Number 5953.

WHEREAS, the Memphis City Council passed Ordinance No. 5953 on August 19, 2025, and it was executed by the Mayor of the City of Memphis on September 22, 2025 (the "Community Benefit Ordinance"); and

WHEREAS, the Community Benefit Ordinance restricts twenty-five percent (25%) of real and personal property tax revenues collected by the City on AI properties for the public purposes outlined therein, for the benefit of areas within a five-mile radius of said properties ("Public Purpose Amount"); and

WHEREAS, the Public Purpose Amount collected by the City of Memphis for Fiscal Year 2026 totals Three Million Two Hundred Fifty-Nine Thousand and Two Hundred Eighty-Two Dollars ($3,259,282.00);

WHEREAS, the full Public Purpose Amount collected for Fiscal Year 2026 is associated with the AI Property located on Paul R. Lowery Road as described in Exhibit A of the Community Benefit Ordinance, and shall be spent within the defined five-mile radius thereof and within the limits of the City of Memphis ("Investment Zone 1"); and

WHEREAS, input from residents and recommendations from the City Council's Advisory Committee informed the Administration's proposal for a set of nine (9) projects and programs aligned with those priorities and consistent with all requirements of the Community Benefit Ordinance; and

WHEREAS, use of the Public Purpose Amount shall be limited as outlined in the Community Benefit Ordinance such that City will utilize the Public Purpose Amount for public projects that address any impact to those areas of the City located in close proximity to an AI property, as defined in the Community Benefit Ordinance; and

WHEREAS, for purposes of this resolution, the Public Purpose Amount will scale and enhance services within Investment Zone 1 and will not supplant or replace funds that would otherwise be committed to existing services provided by the City of Memphis; and

WHEREAS, of the Public Purpose Amount, 2,000,000.00 will support home repair assistance in Investment Zone 1 including critical repairs, weatherization, accessibility

modifications, and other work addressing housing stability, indoor air quality and quality of life; and

WHEREAS, of the Public Purpose Amount, $250,000.00 will fund paid work opportunities for assistance with litter removal, beautification efforts, maintenance of public spaces, mitigation of illegal dumping, and neighborhood cleanup activities throughout Investment Zone 1; and

WHEREAS, of the Public Purpose Amount, $250,000.00 will support board-up and demolition of residential and commercial properties within Investment Zone 1, following all regulatory and legal prerequisites, to eliminate and prevent the recurrence of the backlog of such properties; and

WHEREAS, of the Public Purpose Amount, $150,000.00 will be invested in mitigating and remediating blight within Investment Zone 1, including installing trash receptacles at high-litter locations, installing cameras at illegal dumping sites, and contracted services for litter removal, cleanup of public rights-of-way, removal of dumped items, and maintenance of vacant lots; and

WHEREAS, of the Public Purpose Amount, $25,000.00 will be designated for Memphis City Beautiful to increase volunteer, neighborhood, and community beautification activities in Investment Zone 1and to acquire and transport tools, supplies, and safety equipment for use by volunteers in such efforts; and

WHEREAS, of the Public Purpose Amount, $100,000.00 will be dedicated to environmental education, to expand public knowledge of environmental hazards, public health impacts, energy efficiency, responsible resource stewardship, and other environmental topics; and

WHEREAS, of the Public Purpose Amount, $125,000.00 will be designated for the acquisition and distribution of window air conditioners, box fans, HVAC filters, and air purifiers to assist residents within Investment Zone 1 with immediate cooling relief and indoor air quality concerns;

WHEREAS, the remaining $359,282.00 will fund grants to non-governmental organizations for the general welfare of City residents in Investment Zone 1, to include organizations providing public safety and community-based services in Investment Zone 1 such as violence prevention and intervention, youth mentoring, after-school programming, workforce development, conflict resolution, post-incarceration re-entry support, food assistance, neighborhood watch programs, and other community concerns, with a minimum of $50,000.00 specifically dedicated to healthcare-focused organizations; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the sum total of Three Million Two Hundred Fifty-Nine Thousand and Two Hundred Eighty-Two Dollars

($3,259,282.00) in revenues collected in accordance with Ordinance 5953 during Fiscal Year 2026 is hereby allocated and appropriated for the purposes and in the amounts described above, and that the FY2027 Budget shall be amended accordingly.

A RESOLUTION SUPPORTING PREDEVELOPMENT PLANNING FOR THE MID-SOUTH COLISEUM AND REQUESTING THE DEVELOPMENT OF AN AGREEMENT WITH THE MID-SOUTH COLISEUM CONSERVANCY

WHEREAS, the Memphis City Council recognizes the historical and cultural significance of the Mid-South Coliseum to the City of Memphis and its residents; and

WHEREAS, the Council seeks to encourage productive activity within the Liberty Park Tourism Development Zone that may generate tax revenue, support public infrastructure, and benefit the surrounding communities and tourism industry; and

WHEREAS, a plan for the future use of the Mid-South Coliseum should consider its financial feasibility, potential community benefits, and relationship to the broader Liberty Park area; and

WHEREAS, the Mid-South Coliseum Conservancy ("MSCC") has presented a proposal to undertake predevelopment planning informed by prior studies and supported by community stakeholders;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Council supports further evaluation of MSCC's proposal to conduct predevelopment planning for the Mid-South Coliseum.

BE IT FURTHER RESOLVED that the Council requests that the Mayor or the Mayor's designee work with MSCC and the City Attorney to develop proposed terms for any predevelopment agreement, including the scope of work, deliverables, schedule, funding sources, access to City property or records, and responsibilities of each party. The Council requests that this work be completed by November 30, 2026, if practicable.

BE IT FURTHER RESOLVED that any proposed agreement shall be subject to applicable City requirements and any further Council approval required by law. This resolution does not appropriate funds, grant property rights, or approve a redevelopment project.

BE IT FURTHER RESOLVED that the Council thanks MSCC for its continued efforts to explore a future for the Mid-South Coliseum.

BE IT FURTHER RESOLVED that this resolution shall take effect upon its adoption.

Sponsored by: Councilwoman Yolanda Cooper-Sutton

A RESOLUTION REQUESTING COMPREHENSIVE DATA CENTER STANDARDS TO PROTECT MEMPHIS RESIDENTS, RATEPAYERS, AND PUBLIC RESOURCES

WHEREAS, Memphis welcomes responsible investments that strengthen the local economy, create quality employment, and produces lasting public benefits; and

WHEREAS, Memphis residents and small businesses should not bear higher utility rates, taxes, or service risks created by infrastructure built primarily to serve a single high-demand customer; and

WHEREAS, any company creating the need for new or upgraded generation, transmission, substations, water, sewer, road, emergency-response, or other public infrastructure should bear the full and fairly allocated cost of that infrastructure, together with appropriate financial security; and

WHEREAS, enforceable ratepayer protections should ensure that large-load customers pay rates, demand charges, deposits, stranded-cost protections, and other charges sufficient to prevent cross-subsidization by residential and small-business customers; and

WHEREAS, the City of Memphis seeks to establish clear and enforceable safeguards for data-center development, including appropriate residential buffers, measurable noise limits, water-conservation requirements, protections against excessive groundwater withdrawal, full-cut-off lighting, environmental monitoring, and decommissioning obligations; and

WHEREAS, residents living near proposed or operating data centers deserve timely notice, meaningful opportunities to participate, access to understandable information, and transparent reporting concerning noise, air emissions, water use, energy demand, emergency operations, tax incentives, and promised community benefits; and

WHEREAS, any public incentive, tax arrangement, utility commitment, or development agreement should produce measurable and enforceable benefits for Memphis residents, including neighborhood investment, workforce development, local hiring, education support, and other lawful forms of direct taxpayer benefit; and

WHEREAS, the Memphis City Council finds that a uniform, transparent, and enforceable framework is necessary to protect public health, environmental justice communities, utility reliability, the Memphis Sand Aquifer, taxpayers, ratepayers, and the long-term fiscal interests of the City of Memphis.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the following principles constitute the policy priorities of the Memphis City Council for the review, approval, expansion, incentivization, and operation of large-scale data centers and artificial-intelligence computing facilities within the City of Memphis:

SECTION 1. DEVELOPER-FUNDED INFRASTRUCTURE AND RATEPAYER PROTECTION.

Standards presented for Council consideration should require each applicant, to the extent permitted by law, to pay the reasonable and documented costs of project-specific studies, utility connections, infrastructure improvements, capacity additions, and public services made necessary by the proposed facility.

Applicable utility agreements should be structured by the governmental and utility entities having jurisdiction to prevent project-related costs from being shifted to residential and small-business customers. Such agreements should include, as appropriate, cost-of-service rates, demand charges, deposits or other credit support, minimum payment

obligations, and protections against costs resulting from project cancellation, closure, relocation, or reduced operations. The methodology used to allocate project-related costs should be documented and independently reviewed, with a nonconfidential summary made available to the public.

SECTION 2. FISCAL TRANSPARENCY AND ENFORCEABLE COMMUNITY BENEFITS.

Before final approval of any City-supported incentive or development agreement involving a data-center facility, the appropriate reviewing entity should provide a publicly available, plain-language fiscal-impact statement identifying the value and duration of the proposed incentive; projected tax revenue; infrastructure and utility obligations; anticipated public costs; potential effects on Memphis-Shelby County Schools and other public schools serving Memphis residents; and all proposed community benefits.

To the extent permitted by law, applicable agreements should establish measurable performance requirements; timelines for delivering community benefits; annual public reporting; appropriate audit and verification rights; and remedies for noncompliance, where legally permissible, development agreements should establish a Resident Benefit and Utility Relief Fund supported by payments from the applicant or a defined portion of project-generated revenue. The fund may provide utility-bill credits, property-tax relief, home energy-efficiency assistance, scholarships, or other direct and measurable benefits, with priority given to residents and neighborhoods most directly affected by the project. Any such program should include clear eligibility requirements, transparent administration, annual public reporting, and protections ensuring that benefits are not substituted for the applicant's other infrastructure, tax, environmental, or community obligations.

SECTION 3. LAND-USE AND NEIGHBORHOOD PROTECTIONS.

Standards presented for Council consideration should include, at minimum, an appropriate buffer between data-center facilities and residential properties; measurable daytime and nighttime noise limits; noise measurements conducted at facility property lines and affected residential properties; protections against continuous, low-frequency, and vibration-producing sound; full-cutoff, downward-directed lighting; screening and landscaping; designated truck routes; and reasonable construction-hour restrictions. Any exception request should require public notice, documented technical justification, and Council review to the extent permitted by law.

SECTION 4. WATER, AIR AND AQUIFER PROTECTION.

Standards presented for Council consideration should require applicants for new data-center facilities and material expansions to submit a water-use and conservation plan before project approval. The plan should disclose projected average and peak water demand, proposed water sources, cooling technology, anticipated wastewater discharge, conservation measures, and drought and emergency operating procedures. Applicants should be required to utilize closed-loop or other water-efficient cooling technologies and reclaimed or other non-potable water sources when reasonably available and technically appropriate, with the goal of minimizing the use of potable water drawn from the Memphis Sand Aquifer.

Private production wells and direct withdrawals from the Memphis Sand Aquifer for routine data-center cooling should not be authorized unless approved by the appropriate governmental and regulatory authorities following public notice, independent technical review, and a finding that no reasonably available, less water-intensive alternative exists. Facilities should also report actual water use and discharge at regular intervals and implement corrective or conservation measures when established usage limits are exceeded.

The City should establish a formal reporting process with the Shelby County Health Department requiring quarterly presentations to the Memphis City Council on air quality and pollution associated with data-center operations. Presentations should include available monitoring results, emissions data, permit compliance, reported violations, enforcement actions, and potential public-health concerns. The information should be presented in plain language and made publicly available so Councilmembers can clearly inform their constituents about local air-quality conditions. Any project-specific monitoring or reporting costs should be paid by the data-center operator.

SECTION 5. AIR QUALITY ENERGY AND EMERGENCY OPERATIONS.

Standards presented for Council consideration should require applicants for new data-center facilities and material expansions to disclose all proposed primary, backup, temporary, emergency, and behind-meter energy-generation equipment. Required disclosures should include the type and number of units, generating capacity, fuel source, anticipated operating hours, projected emissions, applicable permit status, and emergency operating procedures.

No combustion turbine, generator, or other emissions-producing equipment should operate without all permits and approvals required by applicable federal, state, and local law. Facilities should be subject to appropriate emissions monitoring, inspection, nonconfidential public reporting, resident complaint-response procedures, and enforceable corrective-action requirements in coordination with the governmental and regulatory authorities having jurisdiction.

SECTION 6. DECOMMISSIONING AND FINANCIAL ASSURANCE.

Standards presented for Council consideration should require new data-center facilities and material expansions, to the extent permitted by law, to submit a decommissioning and site-restoration plan before beginning operations. The plan should address the removal of equipment and structures, proper disposal of regulated materials, remediation of any environmental conditions for which the facility is legally responsible, and restoration of the site in accordance with applicable law. The City should also consider requiring a bond, letter of credit, or other appropriate financial assurance based on a documented decommissioning cost estimate and periodically reviewed to protect the City and its taxpayers from abandonment-related expenses.

SECTION 7.
MEMPHIS WORKFORCE AND BUSINESS PARTICIPATION.

Projects receiving City support should commit to measurable goals for hiring Memphis residents, providing family-sustaining wages, creating registered apprenticeship and workforce-training opportunities, and utilizing minority-owned, women-owned, and small local businesses in accordance with applicable law and City programs. Projects should also establish partnerships with Memphis-area high schools, colleges, technical-training programs, workforce-development organizations, and other qualified community partners. Required reports should distinguish temporary construction jobs from permanent positions and identify employee residency, wages, apprenticeship and training participation, business-contracting outcomes, and the number of permanent jobs created and retained.

SECTION 8. IMPLEMENTATION.

The City Administration, Division of Planning and Development, Division of Public Works, Division of Finance, Law Division, Memphis Light, Gas and Water Division, and other appropriate entities are requested to develop and present, within 60 days of adoption of this Resolution, proposed ordinance language, review criteria, model agreement terms, monitoring requirements, and enforcement mechanisms consistent with these policy priorities.

SECTION 9. APPLICABILITY.

The policy priorities established by this Resolution should be considered and, to the maximum extent permitted by law, incorporated into the review of new data-center facilities, material expansions of existing facilities, new or amended utility arrangements, renewed or modified incentive agreements, and new or amended development agreements affecting facilities within the City of Memphis. Nothing in this Resolution shall impair an existing contractual obligation or supersede any stricter requirement imposed by federal, state, or local law.

BE IT FURTHER RESOLVED that the Memphis City Council encourages the Economic Development Growth Engine for Memphis and Shelby County, Shelby County Government, Memphis Light, Gas and Water Division, the Tennessee Valley Authority, and other appropriate governmental and utility entities, acting within their respective authority, to coordinate with the City of Memphis and incorporate protections consistent with this Resolution into applicable incentive agreements, utility arrangements, infrastructure commitments, and development-review processes.

Sponsor: Councilwoman Yolanda Cooper-Sutton, Super District 8-3

Adopted: _____, 2026

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