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.

Ord. 5950

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. TITLE 9- HEALTH AND SAFETY

CHAPTER 1.

BLIGHT REMEDIATION

Section 9-1-1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9-1-2 VIOLATIONS

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

(B) Prohibited Blight Conditions

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

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

3) No person shall allow conditions giving rise to the breeding or proliferation of mosquitoes on his or her property.

4) No person shall place, leave, dump or permit to accumulate any old appliances, demolition materials, garbage, rubbish or trash in any building or premises, improved or vacant, in the city which may afford food or harborage for rats or other vermin.

5) No owner or person in possession of a dwelling, business or multifamily dwelling shall fail to exterminate insects, rodents, vermin, or other pests in all areas of the premises that may be injurious to human health or constitute a public nuisance.

6) No owner or person in possession, charge of or control of any dwelling, business or premises shall keep, cause to be kept, or allow the keeping on any premises within the corporate limits of the city any solid waste in such manner that it will become offensive or deleterious to health or likely to cause disease, and the same is declared a public nuisance.

CHAPTER 2.

BLIGHT REMEDIATION ENFORCEMENT

Section 9-2-1. ENFORCEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) To investigate the dwelling, buildings and property conditions in the City in order to determine which dwellings therein are unfit for human habitation;

(2) To administer oaths, affirmations, examine witnesses and receive evidence;

(3) To enter upon premises for the purpose of making examinations, provided that such entries shall be made in such manner as to

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

(4) To appoint and fix the duties of such officers, agent and employees as he deems necessary to carry out the purposes of such ordinance; and

(5) To delegate any of his functions and powers under the Chapter to such officers, agents and employees of the City as he may designate.

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

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

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

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

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

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

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

CHAPTER 3.

BLIGHT REMEDIATION ENFORCEMENT AND LOW INCOME ACCESS FUND

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

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

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

(B) The Division of Finance shall prepare a cost study of the City's estimated annual costs 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 9-3-2 – Blight Remediation Administration and Low-Income Remediation Access Fund

(A) **Purpose.** There is hereby created a Blight Remediation Administration and Low-Income Remediation Access Fund to help defray or subsidize the City's costs of administration of the Blight Remediation programs authorized by this ordinance and to assist low-income persons in remediating blighted conditions on their properties costs on a first-come first served basis.

(B) **Administration of Fund and Accounting.** The Blight Remediation Administration and Low-Income Remediation Access Fund shall be maintained and accounted for by the City as a separate discrete fund to be used until all monies therein are exhausted and only for the purposes specified in this Chapter, unless otherwise provided by the Council by resolution, in accordance with procedures and rules promulgated by the City Administration.

Section 4 Severability Clause.

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

Section 5 Codification Clause.

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

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

SPONSOR(S): Council Members

White
Green
Spinosa

J. FORD CANALE
CHAIRMAN

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.

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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.

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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.

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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

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