

**WHEREAS**, the Memphis City Council is committed to promoting the academic and cultural enrichment of our youth and on occasion the Council sees fit to honor those who have done extraordinary things, such as **Adrian Maclin**, Director of Choirs at Cordova High School who was named a 2020 Music Teacher of Excellence at this year's Country Music Awards; and

**WHEREAS**, **Adrian Maclin** has served as Choir Director at Cordova High for nine years, where he leads five ensembles throughout the day and one select after-school ensemble, Mr. Maclin and his students have together created an award-winning, nationally recognized choral program who have performed at Carnegie Hall and won numerous awards at Choir Festivals across the nation; and

**WHEREAS**, the Country Music Awards Foundation began investing in music education in 2006 and was launched to preserve music education in schools by artists and industry professionals who first fell in love with music in their own classrooms;

**WHEREAS**, to honor and give back to the teachers who have inspired countless artists, and to encourage the next generation of musicians, in 2016 the Country Music Awards Foundation launched Music Teachers of Excellence to celebrate, honor, and invest in music education teachers who exemplify excellence; and

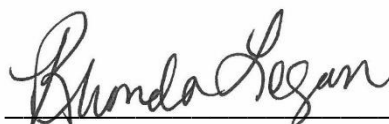
**WHEREAS**, the 30 inspiring and dedicated music teachers from across the U.S. who made up the 2020 class of Music Teachers of Excellence, were invited to walk the red carpet for the 2021 CMA Awards, broadcasted live from Nashville on November 10<sup>th</sup>.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council congratulates

## **Adrian Maclin**

Director of the Cordova High School Choral Program on this tremendous accomplishment and for his continued work inspiring our youth and for making Memphis proud.

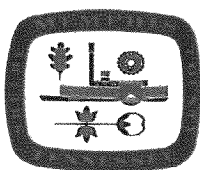
Adopted: November 16, 2021



Rhonda Logan, District 1



Frank H. Colvett, Chairman



## Memphis City Council Summary Sheet

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

An Ordinance to amend the 2015 International Property Maintenance Code, as amended for Memphis, TN (IPMC), to update and/or add provisions related to mold, lead, fee schedule, trees, inoperable vehicles, and condemnation.

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

Division of Public Works

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

This ordinance will amend and update identified provisions noted in the 2015 International Property Maintenance Code (IPMC) for Memphis, TN (IPMC).

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

All Council Districts.

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

This Ordinance does not require a new contract nor amend an existing contract.

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

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

**7. If applicable, please list the MWBE goal and any additional information needed**

This Ordinance is not applicable to MWBE goal setting.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND ORDINANCE NO. 5708 OF THE CITY OF MEMPHIS CODE OF ORDINANCES, KNOWN AS THE "HOUSING CODE" OR THE "2015 INTERNATIONAL PROPERTY MAINTENANCE CODE, AS AMENDED FOR MEMPHIS, TENNESSEE (IPMC)," TO UPDATE AND/OR ADD PROVISIONS RELATED TO MOLD, LEAD, FEE SCHEDULE, TREES, INOPERABLE VEHICLES, AND CONDEMNATION.**

**Be It Ordained by the Council of the City of Memphis That,**

- 1. "Chapter 7 REFERENCED STANDARDS" shall be renamed "Chapter 8 REFERENCED STANDARDS."**
  
- 2. The following definitions shall be added to "Section 202 General Definitions"**

**CHRONIC NUISANCE.** Any non-owner occupied dwelling that is determined by the Environmental Court to be a menace to public health, welfare, or safety as identified by the following factors: (1) A pattern of applicable criminal activity at a non-owner occupied dwelling that is materially greater than average for a similarly situated non-owner occupied dwelling provided , however, that the pattern does not include an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the non-owner occupied dwelling or on the premises; or (2) Repeated failure of the non-owner occupied dwelling to comply with the provisions of the Tennessee Uniform Residential Landlord Tenant Act (T.C.A. § 66-28-101 et seq.) that require the owners of non-owner occupied dwellings to maintain a safe environment and essential services for the occupant; or (3) A pattern of ordinance violations or other neglect of property conditions at a non-owner occupied dwelling that negatively impacts the health and safety of the occupant(s), and that is excessive after a review of all the facts and circumstances; or (4) Any other illegal activity or property conditions at a non-owner occupied dwelling or on the premises, which have been determined by the Environmental Court or another court of competent jurisdiction to be a menace to public health, welfare or safety.

**ENVIRONMENTAL COURT.** The Shelby County Environmental Court for the Thirtieth Judicial District at Memphis, as well as its judges and/or referees.

**NUISANCE ACTIVITY.** Any activity that could lead to a non-owner occupied dwelling being declared a chronic nuisance by the Environmental Court.

- 3. The following chapter is hereby added:**

**CHAPTER 11: CHRONIC NUISANCE**

**1101.1 Chronic nuisance rental dwelling – In general.** If the code official determines that a non-owner occupied dwelling meets the definition of a chronic nuisance as set forth in this chapter and that the

owner(s), tenant(s), occupant(s), or property manager caused or permitted the chronic nuisance to exist or continue, the code official shall issue a summons requiring the owner(s), tenant(s), occupant(s) and/or property manager to appear before the Environmental Court to answer the charge of chronic nuisance against the non-owner occupied dwelling and if so proven, present the steps the owner shall take to mitigate or abate such nuisance in accordance with the following procedure:

1101.2 Notice. The code official shall notify the owner(s) and tenant(s) in writing via a summons to the court that the non-owner occupied dwelling meets this section's definition of a chronic nuisance. Notices shall comply with Section 107 of this code and shall contain the following information:

- (1) The street address or a legal description sufficient for identification of the chronic nuisance where the activity has occurred;
- (2) A statement by the code official with a detailed description of the basis upon which he or she has determined that the non-owner occupied dwelling is a chronic nuisance. The code official shall include the following statement prominently and in all capital letters: THIS IS NOT AN EVICTION ACTION BUT AN ACTION TO REQUIRE COMPLIANCE WITH LOCAL ORDINANCES AND LAWS. IF YOU ARE A TENANT WITH QUESTIONS CALL [INSERT CURRENT CODE OFFICIAL CONTACT NUMBER HERE];
- (3) A notice that the owner or property manager respond and appear before the Environmental Court at the time designated on the notice. Refusal of receipt shall be deemed receipt of notice for the purposes of this section; and
- (4) The code official shall take reasonable efforts to notify all tenants at the commencement, including but not limited to posting in a conspicuous location, direct mail, the internet or other social media, or the like. If the owner is the defendant, then the owner shall bring to the first hearing a copy of the most recent certified rent roll to be used to provide notice of the proceedings to the tenants of the non-owner occupied dwellings directly affected by the alleged violation.

1101.3 Hearing. At the appearance before the Environmental Court, the Environmental Court shall make a final determination regarding whether the non-owner occupied dwelling is a chronic nuisance. Upon a finding that the non-owner occupied dwelling is a chronic nuisance, the Environmental Court shall require, that there shall be completed, at the owner's expense, within forty-five (45) days of the hearing:

- (1) A comprehensive unit by unit home inspection of the property by the code official; and
- (2) A site safety inspection of the non-owner occupied dwelling by a qualified inspector as determined by the court;

At the conclusion of the forty-five (45) days, the Environmental Court shall hold a hearing with the owner wherein the site safety specialist and the code official shall appear and submit their report. The Environmental Court shall specify steps to be taken by the owner to correct the chronic nuisance, as well as order compliance with any site safety recommendations from the site safety specialist which the Environmental Court deems necessary. The Environmental Court shall also schedule a third hearing to take place six (6) months after the second hearing to determine whether proper steps have been taken and whether continued monitoring of the chronic nuisance, if it still exists, remains necessary.



1101.4 Nuisance activity by tenant or occupant. If the nuisance activity has been or is being conducted by a tenant or occupant of the non-owner occupied dwelling, then the tenant and/or occupant shall be summoned to court and advised of his or her or their obligation to maintain the premises in compliance with the law and that failure to do so may result in termination of the tenant's and/or occupant's legal right of control of the property and/or the imposition of fines against the tenant and/or occupant. Notwithstanding anything to the contrary in this section, no owner may use the reporting of a crime by a tenant as a basis for the eviction of a tenant and, to the extent permitted by law, the initiation of an eviction proceeding by an owner within six (6) months of a tenant reporting a crime or exercising any other right under this chapter shall create a rebuttable presumption that the owner acted in violation of this chapter.

1101.5 Nuisance activity by guests. If the nuisance activity has been or is being conducted by a guest or guests of a tenant(s) or occupant(s), then the Environmental Court shall order the owner or property manager to:

- (1) Place the individual(s) on Authorization of Agency and bar them from the non-owner occupied dwelling; and
- (2) Provide the tenant(s) or occupant(s) with written notice that allowing such person(s) on the premises shall constitute a lease violation for which tenancy may be terminated.

1101.6 Failure to respond by tenant or occupant. In the event the notified tenant(s) and/or occupant(s) fail to respond and appear before the Environmental Court or the tenant(s) and/or occupant(s) engaged in or permits the continuation of the nuisance activity, the Environmental Court may deem such continuation as the owner(s) permitting the continuance of the nuisance activity.

1101.7 Bar on transfer. The declaration by the Environmental Court that a non-owner occupied dwelling is a chronic nuisance shall act as a bar of any transfer of title of the subject parcel or of any interests pertaining to such subject parcel, including, but not limited to, transfers by tax sale or other foreclosure, transfers, or creation of lien interests in the subject parcel, from the date of the filing until the petition is dismissed or until specific orders of the Environmental Court authorizing a transfer of title .

1101.8 Defenses. It is a defense for the owner, tenant(s) and/or occupant(s) of the non-owner occupied dwelling to an action seeking the declaration of the non-owner occupied dwelling as a chronic nuisance that the owner, tenant(s), and/or occupant(s), at the time in question could not, in spite of the exercise of reasonable care and diligence, prevent a third party from engaging in the conduct constituting the subsequent occurrence of nuisance activity.

1101.8.1 The following shall also be defenses for an owner or property manager to an action seeking the declaration of the non-owner occupied dwelling as a chronic nuisance:

- (1) The owner or property manager has begun legal proceedings to regain control of the non-owner occupied dwelling from a tenant or an occupant who is responsible for the nuisance activity in question;
- (2) The nuisance activity was conducted by a person who has been banned from the property via Authorization of Agency;

(3) An owner, in trying to abate the nuisance activity, attempted legal action to regain control and possession of the non-owner occupied dwelling from a tenant or an occupant but was denied by a court;

(4) The owner is the victim of a nuisance activity at the non-owner occupied dwelling that threatens his life or safety;

(5) The failure to maintain the non-owner occupied dwelling in a condition not constituting a chronic nuisance is due to an act of nature, serious illness of the owner, or legal barrier preventing the owner from making such maintenance or repairs; and

(6) In the case of a chronic nuisance based on criminal activity, in considering the conduct of the owner, the owner has completed a site safety inspection and provided a written report to the Environmental Court, engaged the consulting services of an Environmental Court-approved certified site safety specialist, and is making reasonable progress in implementing the recommendations.

1102.1 Chronic nuisance rental dwelling – Remedies and fines.

1102.2 In general. If a court determines that a chronic nuisance exists at the non-owner occupied property, the court in its discretion may impose a civil fine not to exceed \$50.00 per unit per day for non-compliance or an injunction requiring the abatement of the nuisance activity that resulted in the activity being declared a chronic nuisance by the court.

1102.3 Notwithstanding Section 1102.2, and whether or not it is a first or subsequent offense, if the court finds that an owner or property manager willfully failed to implement a reasonable site safety abatement plan ordered by the Environmental Court, the court may impose a civil fine or an injunction restricting, in whole or in part, the occupancy of the non-owner occupied property where the nuisance activity reached the status of a chronic nuisance or any dwelling unit thereof in question.

1102.4 Relocation costs. If a license is revoked pursuant to Section 903.13, the owner shall comply with the provisions of Chapter 13 of this code.

1102.5 Failure to Pay Penalty. Any person who fails to pay the remedies and fines pursuant to this chapter within 30 days of the date on which such remedies and fines are due shall be liable for a failure to pay penalty of \$500 and interest at the statutory rate.

1102.6 Receiver. (1) The court may appoint a receiver, as it deems necessary, in accordance with the Uniform Commercial Real Estate Receivership Act to bring the non-owner occupied dwelling which has been declared a chronic nuisance into compliance with this chapter. (2) The court may, as it deems necessary, declare a non-owner occupied dwelling to be a public nuisance as defined pursuant to Tenn. Code Ann. § 13-6-106 (NPA).

1103.1 Report and Review. The code official shall be responsible for preparing a report containing the following information that shall be submitted to City Council on an annual basis:

(1) Properties that qualify for referral to the Environmental Court pursuant to this chapter;

(2) All recommendations and agreements made by the Environmental Court pursuant to this chapter in relation to the properties referred to the Environmental Court; and

(3) the final disposition of properties referred to the Environmental Court.

**4. The following sections shall be added to Chapter 3:**

304.2.1. Presumption of lead or mold hazard. If the code official determines that a lead or mold hazard exists on the premises, then there shall exist a rebuttable presumption that such hazard exists, and the owner shall be subject to all fees and penalties as established under § 103.5. The owner shall have the opportunity to disprove such presumption by presenting evidence that, in the code official's sole discretion, establishes such hazard does not exist. If such presumption is not disproved, the owner shall be subject to all fees and penalties as established under § 103.5.

Section 305.3.1. Presumption of lead or mold hazard. If the code official determines that a lead or mold hazard exists at the premises, then there shall exist a rebuttable presumption that such hazard exists, and the owner shall be subject to all fees and penalties as established under § 103.5. The owner shall have the opportunity to disprove such presumption by presenting evidence that, in the code official's sole discretion, establishes such hazard does not exist. If such presumption is not disproved, the owner shall be subject to all fees and penalties as established under § 103.5.

**5. Section 305.3 is hereby deleted in its entirety and replaced with the following:**

305.3 Interior Surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. The presence of mold is explicitly prohibited. Peeling, chipping, flaking or abraded paint shall be repaired, removed, or covered. All lead hazards shall be eliminated by employing the use of nationally accepted standards and techniques and in compliance with all applicable local, state, and federal laws, statutes, and ordinances, including without limitation: 15 U.S.C. Ch. 53; 42 U.S.C. Ch. 63; 42 U.S.C. Ch. 63A; 40 C.F.R. Ch. 1, Subch. R, Pt. 745; 24 C.F.R. Subt. A, Pt. 35; T.C.A. § 68-131-401 et seq.; and Tenn. Comp. R. & Regs. 1200-01-18-.01 et seq. The use of lead-based paint is specifically prohibited. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**6. Section 103.5 is hereby deleted in its entirety and replaced with the following:**

The fees for activities and services related to the prosecution of violations of this ordinance shall be in accordance with the fee schedule duly adopted by the Division of Public Works- Department of Neighborhood Improvement.

**5. Section 302.5 is hereby deleted in its entirety and replaced with the following:**

302.5 Trees and Shrubs. All trees and shrubs shall be maintained so as not to imperil public health or safety, or cause damage to any structure, premises, or utility services. Upon failure of the owner or agent having charge of a property to properly maintain trees and shrubs after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and remove portions or the entirety of trees or shrubs growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

**6. Section 302.8 is hereby deleted in its entirety and replaced with the following:**

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative, rusted, significantly damaged, junked or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. All vehicles parked or stored in single-family residential, duplex or multifamily zoning districts shall be parked or stored on asphalt, concrete, brick, pavers (interlocking or permeable), or gravel/rock. More than four vehicles parked at any one property is prohibited unless within an enclosed garage. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. No commercial vehicles may be parked in residential zoning districts. No vehicles carrying hazardous material are permitted in residential zoning districts. No person shall park or store or permit the parking or storing of more than one boat and boat trailer, and no more than one camping trailer or recreational vehicle per dwelling unit. No part of such parking or storage area shall be used for living, sleeping or housekeeping purposes. It is unlawful for any person to park or store any motorized vehicle or equipment, such as, but not limited to campers, trailers, boats or other recreational type equipment, on any residential street in the city.

**7. Section 302.8.2. is hereby deleted in its entirety and replaced with the following:**

302.8.2. Special Procedure for Abandoned Motor Vehicles. If the violation or violations are not corrected after the time provided for in the notice, the code official shall order the removal of the vehicle to the city's vehicle storage lot. At the time the vehicle is removed, a tow-in ticket shall be completed in triplicate. At the time a vehicle is moved to the city's vehicle storage lot pursuant to this section, the division of police services shall be notified immediately of such fact.

**8. Section 108.1 is hereby deleted in its entirety and replaced with the following:**

108.1 General. Whenever the code official believes a structure or equipment to be dangerous or unsafe, when a structure is found unfit for human occupancy, or a structure is found to be unlawful, a notice stating these findings shall be served in accordance with 108.3 and a condemnation hearing shall be held.

**9. Section 108.3 is hereby deleted in its entirety and replaced with the following:**

108.3 Condemnation. Condemnation of a structure or equipment shall only occur after notice and a hearing.

**10. The following sections shall be added to Chapter 1 after Section 108.3 and before Section 108.4**

108.3.1 Notice of Condemnation Hearing. The Notice of Condemnation Hearing shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment, mortgagee, and parties in interest, each of whom will be able to file an answer and appear in person. Such notice shall be deemed to be properly served if a copy thereof is: 1. delivered personally; or 2. sent by certified or first-class mail addressed to the last known address. If the notice pertains to equipment, it shall be placed on the equipment at issue. The notice shall be in the form prescribed in Section 107.2.

108.3.2 Condemnation Hearing. The Condemnation Hearing shall be before the Code Official or his designated agent, known as the Condemnation Review Officer, not less than 10 days but no more than 30 days after the date of the Notice of Condemnation Hearing. If the Condemnation Review Officer finds that the structure or equipment is dangerous, unsafe, unfit for human occupancy, or is unlawful, he shall state in writing his findings of fact in support and shall issue an Order of Condemnation which: (1) if the repairs can be made at a reasonable cost, specifically if the cost of repair is less than 50 % of the current value of the structure or equipment, condemns the structure or equipment and requires the Owner or responsible party to repair the structure or equipment by bringing it into compliance with this Code and, as determined by the Condemnation Review Officer or the Environmental Court, or (2) If the repairs cannot be made at a reasonable cost, specifically if the cost of repair is greater than 50% of the current value of the structure or equipment, condemns the structure or equipment, and requires the owner to remove or demolish the structure or equipment in a specified time.

The Order of Condemnation which shall be recorded in the office of Register of Deeds for Shelby County. If the owner fails to comply with an order to repair, alter or improve, vacate and close, or demolish the structure or equipment in the specified time stated in the order, the code official can cause the structure or equipment to be repaired, altered, improved, or demolished. The amount to improve, repair, or demolish will be a lien against the real property upon which such cost was incurred.

If the Condemnation Review Officer does not find that the structure or equipment is dangerous, unsafe, unfit for human occupancy, or is unlawful, he shall state in writing his findings of fact in support of this conclusion and dismiss or rescind the condemnation action.

108.3.3 Appeal of Order of Condemnation. All appeals of Orders of Condemnation shall be to the Shelby County Environmental Court in accordance with Section 111.

108.3.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The

net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

**11. Section 108.4 is hereby deleted in its entirety and replaced with the following:**

108.4 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given and/or upon issuance of the Notice of Condemnation Hearing the code official shall post on the premises or upon defective equipment a placard stating that the property must not be occupied or that the equipment must not be used. If at the Condemnation Hearing the Hearing Officer issues an Order of Condemnation, as outlined in Section 108.3.1, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

**12. Section 108.6 is hereby deleted in its entirety.**

**13. Section 108.7 is hereby deleted in its entirety.**

**14. Section 110 is hereby deleted in its entirety, including all subsections.**

**15. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.**



**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance to amend Ordinance No. 5708 of the City of Memphis Code of Ordinances, known as the “Housing Code” or the “2015 International Property Maintenance Code, as amended for Memphis, TN (IPMC),” to update and/or add provisions related to mold, lead, fee schedule, trees, inoperable vehicles, and condemnation. Rename “Chapter 7 Referenced Standards” to “Chapter 8 Referenced Standards.” Add definition to “Section 202 General Definitions.” Add Chapter 11. Amend Chapter 3 adding sections 304.2.1 and 305.3.1. Delete sections 305.3, 103.5, 302.5, 302.8, 302.8.2, 108.1, 108.3, 108.4 in its entirety and replace with revisions. Amend chapter 1 adding sections 108.3.1, 108.3.2, 108.3.3, 108.3.4. Delete sections 108.6, 108.7, and 110 in its entirety.**

**WHEREAS**, The Council of the City of Memphis seeks to maintain a comprehensive set of property maintenance code requirements to assure the safe and effective maintenance of property within the City of Memphis; and

**WHEREAS**, The City of Memphis has determined it is necessary and prudent to establish uniform property maintenance code requirements; and

**WHEREAS**, The City of Memphis has determined that the 2015 Edition of the ICC International Property Maintenance Code will allow the City to better monitor property conditions and enforce property maintenance standards; and

**WHEREAS**, the ICC International Property Maintenance Code is within the family of codes already adopted in the City of Memphis; and

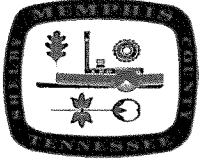
**WHEREAS**, Copies of the 2015 Edition of the ICC International Property Maintenance Code have been placed in the Office of Council Records of the Memphis City Council for public review of those documents and as required by state statute before their adoption by reference by the Council of the City of Memphis; and

**NOW, THEREFORE BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE**, that the previous housing code is hereby amended except as may be set out in the attachment hereto, and that the 2015 Edition of the ICC International Property Maintenance code, as locally amended, is hereby amended by reference, a copy of said code being on file in the Office of Council Records of the Memphis City Council.

**BE IT FURTHER ORDAINED**, that should any part of this ordinance or code be found to be unconstitutional or unenforceable by a court of competent jurisdiction that such a determination will have no effect on the other portions of the adopted code and the amendments thereto.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect in the City of Memphis upon passage by the Memphis City Council.





RESOLUTION approving the final plat for  
**CR-5183 Irene Woods, PH 1, Part of Lot 7 (PD 08-331CC)**  
and authorizing release of the bond

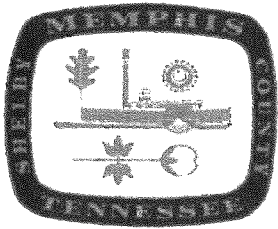
WHEREAS, **Edward Rose Millennial Development, LLC**, the Developer has completed the public improvement with the City of Memphis, located on the east side of Forest Hill-Irene, north of Shelby Drive within the present limits of Shelby County, Tennessee, as reflected on the final plat and entitled **Irene Woods, PH 1, Part of Lot 7 (PD 08-331CC) [CR-5183]**

and

WHEREAS, all public improvements required by the standard improvement contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Irene Woods, PH 1, Part of Lot 7 (PD 08-331CC) [CR-5183]** and the completion of the public improvements therein, be and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Hartford Fire Insurance Company** Performance Bond No. **35BSBGC0326** in the amount of **\$1,637,000.00** held as security is ordered released.



**A resolution to accept reimbursement funding in the amount of Fourth Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17) from the US Department of Homeland Security for Tropical Cyclone Nicholas Alert.**

**WHEREAS**, City of Memphis Fire services has submitted for reimbursement funds in the amount of Four Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17) from the US Department of Homeland Security- FEMA; and

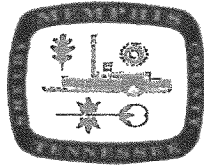
**WHEREAS**, These funds are a reimbursement for expenditures sustained by Tennessee Task Force One during Tropical Cyclone Nicholas Alert; and

**WHEREAS**, It is necessary to appropriate the fund in the amount of Four Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17) for the Urban Search and Rescue reimbursement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search and Rescue reimbursement funds in the amount of Four Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 operating budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search and Rescue reimbursement funds in the amount of Four Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17) as follows:

<b>Revenue</b>	
<b>FEMA Reimbursements</b>	<b>\$4,328.17</b>
<b>Expenses</b>	
<b>Overtime</b>	<b>\$3,722.60</b>
<b>Misc. Prof. Services</b>	<b>\$605.57</b>



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate reimbursement from FEMA for expenses incurred due to Tropical Cyclone Nicholas Alert in the amount of Four Thousand Three Hundred Twenty-Eight Dollars 17/100 (\$4,328.17)

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

Fire Services is the initiating party.

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

This is the original resolution to accept the funds.

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

This will impact all council and super districts.

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

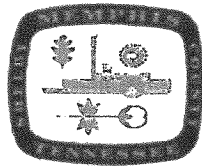
This will not require a new contract or amendment to an existing contract.

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

Acceptance will require an amendment to the FY22 Operating Fund to appropriate and spend funds in the amount of \$4,328.17.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate reimbursement from FEMA for expenses incurred due to Tropical Cyclone Sam Alert in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87)

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

Fire Services is the initiating party.

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

This is the original resolution to accept the funds.

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

This will impact all council and super districts.

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

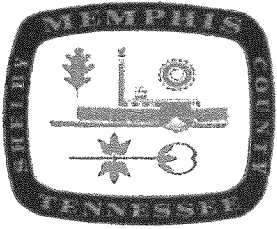
This will not require a new contract or amendment to an existing contract.

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

Acceptance will require an amendment to the FY22 Operating Fund to appropriate and spend funds in the amount of \$6,674.87.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



**A resolution to accept reimbursement funding in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87) from the US Department of Homeland Security for Tropical Cyclone Sam Alert.**

**WHEREAS**, City of Memphis Fire services has submitted for reimbursement funds in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87) from the US Department of Homeland Security- FEMA; and

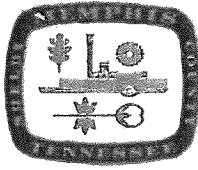
**WHEREAS**, These funds are a reimbursement for expenditures sustained by Tennessee Task Force One during Tropical Cyclone Sam Alert; and

**WHEREAS**, It is necessary to appropriate the fund in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87) for the Urban Search and Rescue reimbursement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search and Rescue reimbursement funds in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 operating budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search and Rescue reimbursement funds in the amount of Six Thousand Six Hundred Seventy-Four Dollars 87/100 (\$6,674.87) as follows:

<b>Revenue</b>	
<b>FEMA Reimbursements</b>	<b>\$6,674.87</b>
<b>Expenses</b>	
<b>Overtime</b>	<b>\$4,078.43</b>
<b>Misc. Prof. Services</b>	<b>\$2,596.44</b>



## Memphis City Council Summary Sheet

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

Resolution to accept/allocate/appropriate grant funds in the amount of Two Hundred Ten Thousand Dollars & Zero Cents (\$210,000.00) from the Universal Service Administrative Company /FCC.

**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.**

This will impact all Council Districts/Super Districts.

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

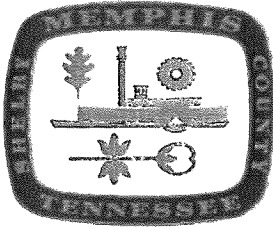
This award requires a new contract with the Universal Service Administrative Company/FCC.

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

The FY22 Budget will need amending.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



**A Resolution to accept, allocate and appropriate grant funds in the amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) from the Universal Service Administrative Company/Federal Communications Commission.**

**WHEREAS**, the City of Memphis, Division of Library Services, Memphis Public Library and Information Center has received grant funds in the amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) from the Universal Service Administrative Company/Federal Communications Commission; and

**WHEREAS**, these funds will be used to purchase Technology Services and Equipment; and

**WHEREAS**, it is necessary to amend the Fiscal Year 2022 Operating Budget to establish funds for Technology Services and Equipment; and

**WHEREAS**, it is necessary to accept, allocate, and appropriate the grant funds in the amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) from the Universal Service Administrative Company/Federal Communications Commission Emergency Connectivity Fund for Technology Services and Equipment;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that grant funds for Technology Services and Equipment in the amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) be accepted by the City of Memphis;

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 Operating Budget be and is hereby amended by allocating and appropriating the revenues and expenditures for Technology Services and Equipment in the amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) as follows:

**Revenue**

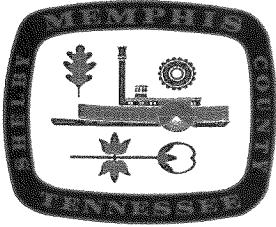
Universal Service Administrative Company/FCC

Federal Funds	<u>\$210,000.00</u>
TOTAL	\$210,000.00

**Expenditures**

Technology and Equipment	<u>\$210,000.00</u>
TOTAL	\$210,000.00

*Fund 205*



***Resolution accepting grant funds of seventy-five thousand dollars (\$75,000.00) from International Paper Foundation for "Lit meets Rec" literacy programming at community centers [All Districts].***

**WHEREAS**, International Paper Foundation, Inc is a corporate philanthropic organization located in Memphis, TN; and

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, has conducted recreational programs to reinforce literacy skills through afterschool and summer programs for more than three years; and

**WHEREAS**, funding from the International Paper Foundation will support stronger and more robust literacy programming efforts in 2022; and

**WHEREAS**, the Parks Division is a recipient of a 2021 International Paper Foundation award in the amount of seventy-five thousand dollars (\$75,000.00); and

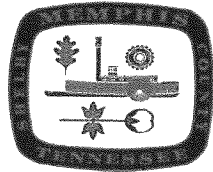
**WHEREAS**, it is necessary to accept these funds and amend the Fiscal Year 2022 operating budget grant account PK90106, and allow for expenditures of the same; and

**WHEREAS**, it is necessary to appropriate these funds in the amount of seventy-five thousand dollars (\$75,000.00) for professional services and supplies to conduct literacy programming at community centers.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2022 operating budget be hereby amended by accepting the grant of seventy-five thousand dollars (\$75,000.00) for professional services, and supplies into PK90106, and

**BE IT FURTHER RESOLVED** that funding of seventy-five thousand dollars (\$75,000.00) be allocated and appropriated to PK90106.





## Memphis City Council Summary Sheet

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

Resolution seeks to approve the acceptance of grant funds in the amount of seventy-five thousand dollars (\$75,000.00) from International Paper Foundation and to appropriate the funds for "Lit Meets Rec" literacy program.

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

City of 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.**

All districts.

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

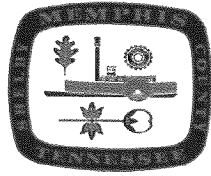
N/A

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

Will require acceptance and expenditure of grant funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A.



## Memphis City Council Summary Sheet

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

Resolution to accept 2,500.00 from Marlowes Incorporated for youth programming.

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

City of 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.**

All districts.

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

N/A

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

Will require acceptance and expenditure of grant funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A.



***Resolution accepting grant funds of two thousand five hundred dollars (\$2500.00) from Marlowes Incorporated for the purposes of youth programming.***

**WHEREAS**, Marlowes Incorporated, Inc is a locally owned business; and

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, owns and operates community centers throughout the City of Memphis; and

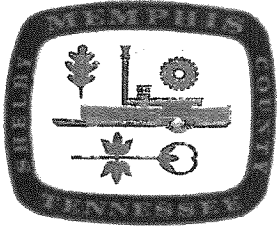
**WHEREAS**, funding from Marlowes Incorporated will support youth programming efforts in 2021-2022; and

**WHEREAS**, it is necessary to accept these funds and amend the Fiscal Year 2022 operating budget grant account in Fund 205, PK90105, and allow for expenditures of the same; and

**WHEREAS**, it is necessary to appropriate these funds in the amount of two thousand five hundred dollars (\$2500.00) for youth programming.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2022 operating budget be hereby amended by accepting the grant of two thousand five hundred dollars (\$2500.00) for supplies into PK90105, and

**BE IT FURTHER RESOLVED** that funding of two thousand five hundred dollars (\$2500.00) be allocated and appropriated to PK90105.



**A Resolution to accept, allocate and appropriate funds in the amount of One Hundred Ten Thousand Eight Hundred Eighty Dollars and Zero Cents (\$110,880.00) from the Memphis Library Foundation to the City of Memphis/Memphis Public Library & Information Center. The funding will support the salaries of bilingual part-time employees.**

**WHEREAS**, the City of Memphis, Division of Library Services, Memphis Public Library & Information Center has received funds in the amount of One Hundred Ten Thousand Eight Hundred Eighty Dollars and Zero Cents (\$110,880.00) through the Memphis Library Foundation provided by the Institute of Museum and Library Services. The funding will be used to support the salaries of three (3) bilingual part-time employees; and

**WHEREAS**, these funds will be used to support the Memphis Public Library & Information Center's three (3) bilingual part-time employees' salaries over a 2-year period; and

**WHEREAS**, it is necessary to accept, allocate, and appropriate the funds in the amount of One Hundred Ten Thousand Eight Hundred Eighty Dollars and Zero Cents (\$110,880.00) from the Memphis Library Foundation for fiscal years 2022 and 2023 to reimburse the Memphis Public Library & Information Center for three (3) bilingual part-time employees' salaries; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that One Hundred Ten Thousand Eight Hundred Eighty Dollars and Zero Cents (\$110,880.00) from the Memphis Library Foundation for the reimbursement of the Memphis Public Library & Information Center's three (3) bilingual part-time employees' salaries be accepted by the City of Memphis;

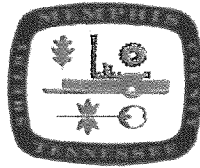
**BE IT FURTHER RESOLVED**, that the Fiscal Years 2022 and 2023 Operating Budgets be and are hereby amended by allocating and appropriating the revenues and expenditures for the salaries of Memphis Public Library & Information Center's three (3) bilingual part-time employees; as follows:

Revenue

Memphis Library Foundation /Institute of Museum and Library Services	\$110,880.00
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Expenditures

Memphis Public Library & Information Center's Three (3) Part-Time Salaries	\$110,880.00
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## Memphis City Council Summary Sheet

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

Resolution to accept/allocate/appropriate funds in the amount of \$110,880.00 from the Memphis Library Foundation to reimburse the salaries of MPLIC 's three (3) part time bi- lingual employees.

**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.**

This will impact all Council Districts/Super 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 Memphis Library Foundation.

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

FY22 and FY23 Budgets will need amending.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution awarding Contract No. 12338, Rethinking the Community Offices to Southern Growth Studio in the funded amount of \$75,000.00.

**2. Additional Information**

The project scope is for a qualified consulting firm to evaluate the potential of MLGW's Community Offices in terms of their importance to customers and the services offered at all business offices: Kenneth O. Cole Downtown Credit Office; Millington Office; North Community Office; Peggy Prater-Harvey Community Office; and the Whitehaven Community Office.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021, awarded Contract No. 12338 (solicited under Contract No. C2390), Rethinking the Community Offices to Southern Growth Studio in the funded amount of \$75,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is for a qualified consulting firm to evaluate the potential of MLGW's Community Offices in terms of their importance to customers and the services offered at all business offices: Kenneth O. Cole Downtown Credit Office; Millington Office; North Community Office; Peggy Prater-Harvey Community Office; and the Whitehaven Community Office.

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on July 23, 2021. MLGW solicited five (5) companies (solicited under Contract No. C2390) and received two (2) proposals on August 27, 2021. Using an evaluation based process, the most responsive proposal was from Southern Growth Studio in the amount of \$75,000.00. Proposals were evaluated on the following criteria: 1) Proposed fees; 2) Ability/commitment to meeting time deadlines; 3) Approach to providing services and scope of work; 4) Expertise and Experience of the firm in the areas related to the anticipated work; and 5) References. The term of this contract is for three (3) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12338 (solicited under Contract No. C2390), *Rethinking the Community Offices to Southern Growth Studio* in the funded amount of \$75,000.00 as approved.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12338 (solicited under Contract No. C2390), Rethinking the Community Offices to Southern Growth Studio in the funded amount of \$75,000.00.

The project scope is for a qualified consulting firm to evaluate the potential of MLGW's Community Offices in terms of their importance to customers and the services offered at all business offices: Kenneth O. Cole Downtown Credit Office; Millington Office; North Community Office; Peggy Prater-Harvey Community Office; and the Whitehaven Community Office.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on July 23, 2021. MLGW solicited five (5) companies (solicited under Contract No. C2390) and received two (2) proposals on August 27, 2021. Using an evaluation based process, the most responsive proposal was from Southern Growth Studio in the amount of \$75,000.00. Proposals were evaluated on the following criteria: 1) Proposed fees; 2) Ability/commitment to meeting time deadlines; 3) Approach to providing services and scope of work; 4) Expertise and Experience of the firm in the areas related to the anticipated work; and 5) References. The term of this contract is for three (3) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

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

**THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12338, Rethinking the Community Offices to Southern Growth Studio in the funded amount of \$75,000.00, as outlined in the foregoing preamble, is approved and further,**

**THAT, the President, or his designated representative is authorized to execute the Award.**

**I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.**

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC, in the funded amount of \$1,622,480.00. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to renew the current contract in the funded amount of \$1,622,480.00, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,622,480.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$6,967,315.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to renew the current contract in the funded amount of \$1,622,480.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to renew the current contract in the funded amount of \$1,622,480.00.

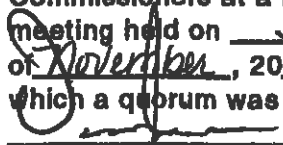
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,622,480.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$6,967,315.75.

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 Change No. 4 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to renew the current contract in the funded amount of \$1,622,480.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated, in the funded amount of \$1,796,287.36. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to renew the current contract in the funded amount of \$1,796,287.36, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,796,287.36, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,669,945.11; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to renew the current contract in the funded amount of \$1,796,287.36 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to renew the current contract in the funded amount of \$1,796,287.36.

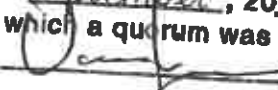
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,796,287.36, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,669,945.11.

**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 Change No. 4 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to renew the current contract in the funded amount of \$1,796,287.36, as outlined in the above preamble, is approved; and further**

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer



## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC., in the funded amount of \$1,863,401.60. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12010, Professional Information Services (IS) Support Services Support Services with Nextech Solutions, LLC to renew the current contract in the funded amount of \$1,863,401.60, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,863,401.60, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,701,467.55; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to renew the current contract in the funded amount of \$1,863,401.60 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to renew the current contract in the funded amount of \$1,863,401.60.

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. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,863,401.60, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,701,467.55.

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 Change No. 4 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to renew the current contract in the funded amount of \$1,863,401.60, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC., in the funded amount of \$1,818,500.00. (The change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to renew the current contract in the funded amount of \$1,818,500.00, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,818,500.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,310,793.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to renew the current contract in the funded amount of \$1,818,500.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to renew the current contract in the funded amount of \$1,818,500.00.

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. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,818,500.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,310,793.75.

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 Change No. 4 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to renew the current contract in the funded amount of \$1,818,500.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated, in the funded amount of \$1,760,305.84. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to renew the current contract in the funded amount of \$1,760,305.84, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,760,305.84, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,415,737.59; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to renew the current contract in the funded amount of \$1,760,305.84 as approved.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to renew the current contract in the funded amount of \$1,760,305.84.

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. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,760,305.84, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,415,737.59.

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 Change No. 4 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to renew the current contract in the funded amount of \$1,760,305.84, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company, in the funded amount of \$1,635,288.00. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to renew the current contract in the funded amount of \$1,635,288.00, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,635,288.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$6,959,697.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to renew the current contract in the funded amount of \$1,635,288.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to renew the current contract in the funded amount of \$1,635,288.00.

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. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,635,288.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$6,959,697.75.

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 Change No. 4 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber – an HTC Global Company to renew the current contract in the funded amount of \$1,635,288.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 4 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated, in the funded amount of \$1,680,488.00. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### **2. Additional Information**

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.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 4 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to renew the current contract in the funded amount of \$1,680,488.00, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,680,488.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,484,139.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to renew the current contract in the funded amount of \$1,680,488.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to renew the current contract in the funded amount of \$1,680,488.00.

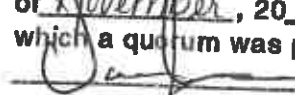
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded amount of \$1,680,488.00, with no increase in rates from the previous year. This renewal complies with all applicable laws and policies. The new contract value is \$7,484,139.75.

**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 Change No. 4 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to renew the current contract in the funded amount of \$1,680,488.00, as outlined in the above preamble, is approved; and further**

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution awarding a purchase order to Thomas Gallaway Corporation, d/b/a Technogent, for a virtual backup system in the amount of \$506,345.28.

**2. Additional Information**

The request will cover hardware and software needed for additional storage for MLGW's virtual backup system used by Customer Information System (CIS), Geographical Information System (GIS) and other applications at MLGW's David F. Hansen and Netters' Business centers.



## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved the purchase for virtual backup system and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget; and

**WHEREAS**, the request will cover hardware and software needed for additional storage for MLGW's virtual backup system used by Customer Information System (CIS), Geographical Information System (GIS) and other applications at MLGW's David F. Hansen and Netters' Business centers; and

**WHEREAS**, bids were opened on August 25, 2021. Notice to Bidders was advertised. Six (6) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of Thomas Gallaway Corporation DBA Technologent. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase for a virtual backup system from Thomas Gallaway Corporation DBA Technologent in the amount of \$506,345.28 chargeable to the MLGW 2021 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Thomas Gallaway Corporation DBA Technologent in the amount of \$506,345.28 for a virtual backup system.

The request will cover hardware and software needed for additional storage for MLGW's virtual backup system used by Customer Information System (CIS), Geographical Information System (GIS) and other applications at MLGW's David F. Hansen and Netters' Business centers.

Bids were opened on August 25, 2021. Notice to Bidders was advertised. Six (6) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of Thomas Gallaway Corporation DBA Technologent. This award complies with all applicable laws and policies.

The 2021 budgeted amount for Electric Information Services (IS) and Information Technology (IT) Projects is \$4,480,000.00; the amount spent to date is \$27,121.31; leaving a balance available of \$4,452,878.69; of which \$506,345.28 will be spent on this purchase order in 2021; leaving a balance of \$3,946,533.41 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Thomas Gallaway Corporation DBA Technologent is approved for furnishing:

1 - Pure Storage Flash Array C60-FC-345TB-247/98; Netters Part No: FA-C60R3-FC-345TB-247/98.

36 - Evergreen Silver Subscription, FA-C60-345TB 1 Month; 4-hour delivery, 24/7 Support.

1 - Flash Array Remote Installation Service; Part No: PS-FLASH ARRAY-REMOTE-INSTALL.

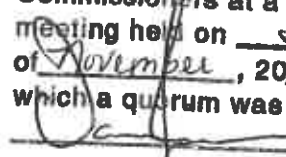
1 - Pure Storage Flash Array C60-FC-345TB-247/98; Hansen Part No: FA-C60R3-FC-345TB-247/98.

36 - FA-C60-345TB 1 Month Evergreen Silver Subscription, 4 Hour Delivery, 24/7 Support; Hansen Part No: FA-C60R3-345TB1MO,PRM, SILVER.

1 - Flash Array Remote Installation Service; Hansen Part No: PS-FLASH ARRAY-REMOTE-INSTALL.

Total award is \$506,345.28; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said prices being firm; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution ratifying and approving payment of an invoice for purchase of water from the City of Germantown during an MLGW Emergency Crisis beginning on February 18, 2021 through February 23, 2021, in the funded amount of \$76,555.87.

**2. Additional Information**

The request covers the purchase of water from the City of Germantown during an MLGW Emergency Crisis in February, 2021.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting on November 3, 2021 approved the purchase of water from the City of Germantown for the ratification in the funded amount of \$76,555.87, and is now recommending to the Council of the City of Memphis that it approves said ratification as approved; and

**WHEREAS**, the request covers the purchase of water from the City of Germantown from February 18, 2021 through February 23, 2021 during an MLGW Emergency Water Crisis; and;

**NOW THEREFORE BE IT RESOLVED BY THE** Council of the City of Memphis, that there be and is hereby approved the purchase of water from the City of Germantown to ratify in the funded amount of \$76,555.87 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Vice-President of Engineering and Operations recommends to the Board of Light, Gas and Water Commissioners the approval and ratification of water purchase from the City of Germantown in funded amount of \$76,555.87.

The request covers the purchase of water from the City of Germantown during an MLGW Emergency Crisis beginning on February 18, 2021 through February 23, 2021.

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 and ratification of water purchase from the City of Germantown for the funded amount of \$76,555.87, as outlined in the above preamble, is approved; and further

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

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 ~~special~~ meeting held on 3<sup>RD</sup> day of November, 2021, at which a quorum was present.

  
Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution awarding a purchase order to American Innovations LTD for Pipeline Compliance Systems (PCS) Axis software licenses in the amount of \$113,900.00.

**2. Additional Information**

The PCS Axis software licenses are used by Gas Engineering & Operations for Corrosion Control and Pressure Regulation areas to document and report inspections and maintenance for regulatory reporting and integration with other MLGW systems.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021, approved the purchase of Pipeline Compliance Systems (PCS) Axis software licenses and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget; and

**WHEREAS**, the PCS Axis software licenses are used by Gas Engineering & Operations for Corrosion Control and Pressure Regulation areas to document and report inspections and maintenance for regulatory reporting and integration with other MLGW systems; and

**WHEREAS**, a bid was received on October 13, 2021 for PCS Axis software licenses in accordance with MLGW's Sole/Single Source Policy. The PCS Axis software licenses have been defined as sole source by Gas Engineering and Operations because American Innovations is the only authorized distributor for the PCS software licenses. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of PCS Axis software licenses in the amount of \$113,900.00 chargeable to the MLGW 2021 fiscal year budget.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to American Innovations LTD for Pipeline Compliance Systems (PCS) Axis software licenses in the amount of \$113,900.00.

The PCS Axis software licenses are used by Gas Engineering & Operations for Corrosion Control and Pressure Regulation areas to document and report inspections and maintenance for regulatory reporting and integration with other MLGW systems.

A bid was received on October 13, 2021 for PCS Axis software licenses in accordance with MLGW's Sole/Single Source Policy. The PCS Axis software licenses have been defined as sole source by Gas Engineering and Operations because American Innovations is the only authorized distributor for the PCS software licenses. This award complies with all applicable laws and policies.

The 2021 budgeted amount for Gas Corrosion Controls is \$733,847.00; of which \$113,900.00 will be spent on this purchase order in 2021; leaving a balance of \$619,947.00 after award; and

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

**THAT**, subject to the consent and approval of the Council of the City of Memphis, award of a purchase order to American Innovations LTD is approved for furnishing:

3 – Pipeline Compliance Systems (PCS) Axis software; Cathodic Protection Data Manager (CPDM) Concurrent License (Combined License & TS & M) Part #623182-01.

3 - Pipeline Compliance Systems (PCS) Axis software; Valve Manager (VM) Concurrent License, Ver 1.x (Combined License & TS & M) Part #623192-014.

1 - Survey Manager Core service fee, annual plan (SM for up to 5 users) Part # 623231-000.

Totaling \$113,900.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery electronic; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Contract No. 12342 University of Memphis, on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$300,000.00. The term of this contract is for 12 months.

### **2. Additional Information**

The project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on December 19, 2018 approved Contract No. 12342, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change, and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$300,00, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal and payment authorization as approved; and

WHEREAS, the project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee in the annual amount of \$300,000.00. The term of this contract is for 12 month. The term of the contract is from January 1, 2022 to December 31, 2022. This change is to approve the annual renewal of University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) contract #12342 for the period January 1, 2022 to December 31, 2022 in the amount of \$300,000. The total amount of this ratification, renewal, and payment authorization for services, maintenance, and support is \$300,000.00. MLGW is requesting continuous maintenance of MLGW's Wellhead Protection Plan, which can only be performed by the University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER). This ratification, renewal, and payment authorization complies with all applicable laws and policies. The new contract value is \$300,000; and

**NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Contract No. 12342, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) to ratify, renew and payment authorization of the current contract in the funded amount of \$300,000 as approved.**

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

---

The Vice-President of Engineering and Operations recommends to the Board of Light, Gas and Water Commissioners the approval of Contract No. 12342, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$300,000.

The project scope is to establish the terms and compensation for comprehensive aquifer protection and information programs for Memphis and Shelby County, Tennessee in the annual amount of \$300,000.00. The term of this contract is for 12 months. This single source proposal complies with the State Statues and MLGW Policy. This award complies with all applicable laws and policies.


The 2022 budgeted amount for University of Memphis/Memphis Light, Gas and Water for CAESER research regarding groundwater and the aquifer system is \$300,000 per calendar year for the term of the agreement beginning on January 1, 2022, and continue through December 31, 2022.

**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 Contract No. 12342, University of Memphis (University), on behalf of the Herff College of Engineering's Center for Applied Earth Science and Engineering Research (CAESER) for the ratification, renewal, change, and authorization to pay for services, maintenance, and support of the current contract in the funded amount of \$300,000.00, as outlined in the above preamble, is approved; and further**

**THAT, the President or his designated representative is authorized to execute the Ratification, Renewal, Change, and Payment Authorization.**

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 ~~special~~ meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution awarding Contract No. 12238, Electric Substation Construction and Maintenance Services to RMS Energy Company, LLC, in the funded amount of \$4,006,575.00.

**2. Additional Information**

The project scope is to furnish all supervision, labor, equipment, tools, supplies, transportation of equipment, labor, and materials to construct, test, commission and maintain the MLGW Electric Substation facilities as directed by MLGW throughout Memphis and Shelby County, Tennessee.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021, awarded Contract No. 12238, Electric Substation Construction and Maintenance Services to RMS Energy Company, LLC, in the funded amount of \$4,006,575.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, equipment, tools, supplies, transportation of equipment, labor, and materials to construct, test, commission and maintain the MLGW Electric Substation facilities as directed by MLGW throughout Memphis and Shelby County, Tennessee.

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on April 1, 2021. MLGW solicited 29 bids; and received two (2) bids on May 25, 2021; of which one (1) bid, B & B Electrical and Utility Contractors bid was deemed noncompliant and nonresponsive to the Supplier Diversity compliance goal. The lowest and best bid received was from RMS Energy Company, LLC in the amount of \$4,006,575.00. The term of this contract is one (1) year from the date of the Notice to Proceed with the option of four (4) annual renewals. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12238, Electric Substation Construction and Maintenance Services to RMS Energy Company, LLC, in the funded amount of \$4,006,575.00.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12238, Electric Substation Construction and Maintenance Services to RMS Energy Company, LLC, in the funded amount of \$4,006,575.00.

The project scope is to furnish all supervision, labor, equipment, tools, supplies, transportation of equipment, labor, and materials to construct, test, commission and maintain the MLGW Electric Substation facilities as directed by MLGW throughout Memphis and Shelby County, Tennessee.

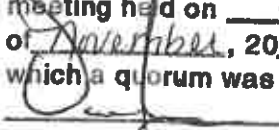
The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on April 1, 2021. MLGW solicited 29 bids; and received two (2) bids on May 25, 2021; of which one (1) bid, B & B Electrical and Utility Contractors bid was deemed noncompliant and nonresponsive to the Supplier Diversity compliance goal. The lowest and best bid received was from RMS Energy Company, LLC in the amount of \$4,006,575.00. The term of this contract is one (1) year from the date of the Notice to Proceed with the option of four (4) annual renewals. This award complies with all applicable laws and policies.

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

**THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12238, Electric Substation Construction and Maintenance Services to RMS Energy Company, LLC, in the funded amount of \$4,006,575.00, as outlined in the foregoing preamble, is approved and further,**

**THAT, the President, or his designated representative is authorized to execute the Award.**

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 3 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins Incorporated, in the funded amount of \$100,000.00. (This change is to renew the current contract for the third of four annual renewal terms for the period January 9, 2022 through January 8, 2023, with no increase in rates from the previous term.)

### **2. Additional Information**

The project scope is to maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 3 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to renew the current contract in the funded amount of \$100,000.00, 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 maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 9, 2022 through January 8, 2023 in the funded amount of \$100,000.00, with no increase in rates from the previous term. The contract value is being increased due to ongoing maintenance and repairs for several generators. The renewal complies with all applicable laws and policies. The new contract value is \$300,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to renew the current contract in the funded amount of \$100,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to renew the current contract in the funded amount of \$100,000.00.

The project scope is to maintain and repair water plant generators, lift station generators, and emergency back-up generators at various MLGW Water Pumping and Lift Stations. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 9, 2022 through January 8, 2023 in the funded amount of \$100,000.00, with no increase in rates from the previous term. The contract value is being increased due to ongoing maintenance and repairs for several generators. The renewal complies with all applicable laws and policies. The new contract value is \$300,000.00.

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

THAT, the approval of Change No. 3 to Contract No. 12013, MLGW Water Engineering & Operations Generator Maintenance and Repair with Cummins, Incorporated to change and renew the current contract in the funded amount of \$100,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 1 to Contract No. 11880, 457 Deferred Compensation Consultant with AndCo Consulting, LLC, formerly The Bogdahn Group, in the funded amount of \$42,000.00. (This change is to extend the current contract for an additional year for the period covering January 1, 2022 through December 31, 2022. The extension is needed due to the 457 (b) Plan going through a plan acquisition (Mass Mutual and Empower) and MLGW will need the expertise of a consultant.)

### **2. Additional Information**

The project scope is to provide consulting services and recommendations of MLGW's 457 (B) Deferred Compensation Plan.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021 approved Change No. 1 to Contract No. 11880, 457 Deferred Compensation Consultant with AndCo Consulting, LLC (formerly Bogdahn Consulting, LLC dba The Bogdahn Group) to extend the current contract in the funded amount of \$42,000.00, 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 provide consulting services and recommendations of MLGW's 457 (B) Deferred Compensation Plan. This change is to extend the current contract for an additional year for the period covering January 1, 2022 through December 31, 2022 in the amount of \$42,000.00. The extension is needed due to the 457 (b) plan is going through a plan acquisition (Mass Mutual and Empower) and MLGW will need the expertise of a consultant. This extension complies will all applicable laws and policies. The new contract value is \$242,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 11880, 457 Deferred Compensation Consultant with AndCo Consulting, LLC (formerly Bogdahn Consulting, LLC dba The Bogdahn Group) to extend the current contract in the funded amount of \$42,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 11880, 457 Deferred Compensation Consultant with AndCo Consulting, LLC (formerly Bogdahn Consulting, LLC dba The Bogdahn Group) to extend the current contract in the funded amount of \$42,000.00.

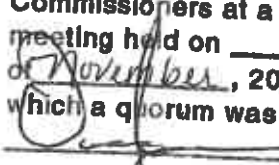
The project scope is to provide consulting services and recommendations of MLGW's 457 (B) Deferred Compensation Plan. This change is to extend the current contract for an additional year for the period covering January 1, 2022 through December 31, 2022 in the amount of \$42,000.00. The extension is needed due to the 457 (b) plan is going through a plan acquisition (Mass Mutual and Empower) and MLGW will need the expertise of a consultant. This extension complies will all applicable laws and policies. The new contract value is \$242,000.00.

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 Change No. 1 to Contract No. 11880, 457 Deferred Compensation Consultant with AndCo Consulting, LLC (formerly Bogdahn Consulting, LLC dba The Bogdahn Group) to extend the current contract in the funded amount of \$42,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

**1. Description of the Item**

Resolution awarding a purchase order to Experitec, Inc., for gas regulators in the amount of \$56,487.76.

**2. Additional Information**

The gas regulators will be used at MLGW's various natural gas regulator stations to control the pressure of the natural gas flow through the stations.



## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 3, 2021, approved the purchase for gas regulators and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget contingent upon approval; and

**WHEREAS**, the gas regulators will be used at various MLGW's natural gas regulator stations to control the pressure of the natural gas flow through the stations; and

**WHEREAS**, a bid was opened on September 22, 2021 for gas regulators in accordance with MLGW's Sole/Single Source Policy. The gas regulators have been defined as sole source material by MLGW's Gas Engineering and Operations department because Experitec, Inc. is the only supplier in the Memphis and Shelby County area that offers these specific Fisher gas regulator models. This award complies with all applicable laws and policies; and

Now **THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for gas regulators from Experitec, Inc. for the sum of \$56,487.76 chargeable to the MLGW 2022 fiscal year budget contingent upon approval.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 3, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Experitec, Inc. in the amount of \$56,487.76 for gas regulators.

The gas regulators will be used at MLGW's various natural gas regulator stations to control the pressure of the natural gas flow through the stations.

A bid was opened on September 22, 2021 for gas regulators in accordance with MLGW's Sole/Single Source Policy. The gas regulators have been defined as sole source material by MLGW's Gas Engineering and Operations department because Experitec, Inc. is the only supplier in the Memphis and Shelby County area that offers these specific Fisher gas regulator models. This award complies with all applicable laws and policies.

Contingent upon approval of the 2022 fiscal year budget, the budgeted amount for Gas Regulator Stations is \$1,000,000.00; of which \$56,487.76 will be spent on this purchase order in 2022; leaving a balance of \$943,512.24 after award; and

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

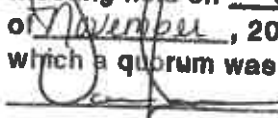
THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Experitec, Inc. is approved for furnishing:

2 - Regulators, 2" Fisher type 657-EZ; size 40I for Germantown Regulator Station.

2 - Regulators, 3" Fisher type 657-ET; size 40I for Germantown Regulator Station.

The total award amounts to approximately \$56,487.76; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; terms net 30 days; delivery 9-11 weeks after release.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 3rd day of November, 2021, at which a quorum was present.

  
Secretary-Treasurer



**JIM STRICKLAND**  
MAYOR

October 25, 2021

The Honorable Chase Carlisle, Chairman  
Personnel, Government Affairs, and Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Carlisle:

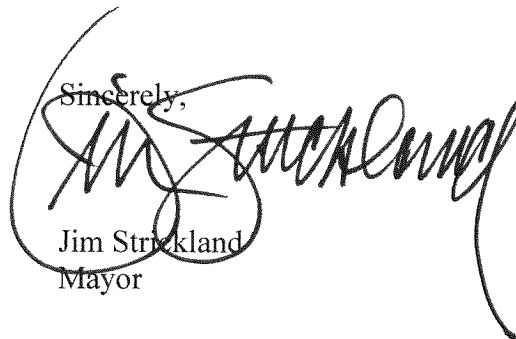
Subject to Council approval, it is my recommendation that:

**Richard A. Ross**

be appointed to the Memphis & Shelby County Film and Television Commission with a term expiring September 30, 2022.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Strickland". The signature is written in a cursive style with a large, sweeping flourish at the end.

Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

**Richard Ross**

*Senior Vice President, Production*

*Universal Domestic Television*

With a career spanning 30 years at Universal Television, Richard Ross has served as senior vice president, production, since September 1998, overseeing the production of all first-run strips and weekly series. Since the acquisition of Universal by NBC in 2004, he has overseen over 200 hours of scripted network content and thousands of hours of talk shows by Maury Povich, Jerry Springer, Meredith Vieira, Harry Connick Jr., and Steve Wilkos.

Ross joined Universal in 1989 as a financial representative. Three years later, he was upped to production executive, where he oversaw a series of 20 television movies produced for first-run syndication. In 1995, he was promoted to vice president, production, where he oversaw the successful launch of *Xena – Warrior Princess* and *Hercules*.

Previously, he was a production executive for Glen Larson Prods., where he contributed to the series *The Highwaymen* and the NBC two-hour pilot *Rhoades Raiders*.

He also served as vice president, production, for The Montecito Company in Los Angeles, where he produced the critically acclaimed productions of *Otherwise Engaged*, *The Shadow Box*, and the West Coast Premiere of Michael Frayn's *Alphabetical Order*. Off Broadway, he produced the Obie nominated play *Manuevers*.

He began his career in 1977 as a writer and producer for the Jerry Lewis Telethon where he oversaw all interstitials material and all filmed public service announcements which garnered several awards.

###

11/02

ADOPTING ORDINANCE

ORDINANCE NO. 5769

*An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Memphis, Tennessee; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing for the Manner of Amending such Code; and Providing When such Code and this Ordinance Shall Become Effective*

WHEREAS, the Council of the City of Memphis, as the City's legislative body, has the full power and authority under the Charter of the City to codify, revise and collect in the form of a code of ordinances of a general nature, and in doing so has the full power, to amend, alter, repeal or modify any ordinance of a general nature other than contract ordinances to conform such ordinances to the legislative intent of the Council before inclusion in said code;

WHEREAS, the last official code of ordinances was adopted by the City Council on September 1, 1985 pursuant to Ordinance No. 3490 (the "1985 Code");

WHEREAS, the City has contracted with different publishing companies to republish and supplement the 1985 Code, but such republications and supplements have not been reviewed and adopted by the Council as an official code from time to time as suggested by the City's Charter;

WHEREAS, the absence of an official code of ordinances and the use of unofficial republications of the former code with amendments has created confusing and lack of certainty as to the form, content and existence of new and amending ordinances adopted since September 1, 1985;

WHEREAS, due to clerical errors and omissions there have been many instances in which new and amending ordinances adopted since September 1, 1985 have been omitted or misstated in the unofficial republications

of the City's Ordinances;

WHEREAS, the use of numbering systems in the unofficial republications of the former code that are different from that used in the 1985 Code has made placement of new and amending ordinances more difficult and more susceptible to the opinion of the publisher of the republications rather than the intent of the Council.

WHEREAS, the Council has delegated to the City Attorney and the Council's Attorney the responsibility of making a thorough review of new and amending ordinances adopted by the Council since September 1, 1985 for the purpose of producing for adoption by the City Council a new Official Code of Ordinances that accurately reflects the state of law of the City as of the date(s) of adoption by the City Council.

WHEREAS, due to the volume of ordinances to be considered and codified and the need to provide clear guidance to the City and its citizens, the City Attorney and the Council's Attorney have presented this adopting ordinance consisting of the codification of 4 of the 49 Chapters of the 1985 Code and will periodically provide for adoption by the Council supplementary codification ordinances to supplement the codification herein approved.

*Be It Ordained by the Council of the City of Memphis That*

*Section 1.* A Code of Ordinances, consisting of Chapters 1 through 49, each inclusive, and the errata thereto, is hereby adopted and enacted as the "2021 Code of Ordinances, City of Memphis, Tennessee" (the "2021 Code").

*Section 2.* The Chapters of the 2021 Code will be approved in a series of Codification Adoption Ordinances. As and when chapters of the 2021 Code are approved by

ordinance, such approved chapters shall supersede and replace all then existing general and permanent ordinances of the City to the extent included in such codified chapters or to the extent such ordinances are inconsistent with the provisions of the chapters so codified.

*Section 3.* The Council does hereby further ordain that the following chapters of the 2021 Code as presented to and considered by the Council are hereby adopted and codified, namely:

Chapter 1-General Provisions

Chapter 2-Administration

Chapter 3-Personnel

Chapter 4-Pension and Retirement System

*Section 4.* All provisions of the Chapters of the 2021 Code adopted and codified by this ordinance shall be in full force and effect from and after this ordinance becomes effective, and all conflicting codes, provisions, chapters, sections, paragraphs and sentences of ordinances of a general and permanent nature in existence or enacted on final passage on or before the effective date of this ordinance, and not included in the 2021 Code or recognized and continued in force by reference therein are hereby repealed from and after the effective date of this Ordinance.

*Section 5.* Any and all additions and amendments to the



2021 Code, when passed by ordinance in a form to specifically indicate the intention of the Council to make such additions and amendments a part of the 2021 Code, shall be deemed to be incorporated in the 2021 Code, so that reference to the 2021 Code shall be understood and intended to include such additions and amendments.

*Section 6.* Three (3) copies of the 2021 Code shall be kept on file in the office of the comptroller preserved in loose-leaf form, or in such other form as the comptroller may consider most expedient. The comptroller is also authorized to contract for the republication of the 2021 Code and supplements as approved by the Council in electronic format through a nationally recognized legal code publication company.

It shall be the express duty of the comptroller or someone authorized by him to insert in such copies and in their designated places all amendments or ordinances which the council has specifically approved, from time to time, to be to made a part of the 2021 Code when the same have been printed or reprinted in page form, and to extract from such copies all provisions which may be from time to time repealed by the Council. Such copies shall be available for all persons desiring to examine the same.

*Section 7.* The provisions the 2021 Code as approved by the Council or any copy thereof which purports to be published and maintained, in written or electronic

form, by authority of the City of Memphis shall be conclusively held to be evidence of the law of the City of Memphis from and after the times of their passage, with respect to any subject or provisions contained therein, and no person shall be permitted to impeach any such code provision on the ground that it was not duly and regularly passed in accordance with the laws existing at the time of its passage. Any prior uncodified republications of ordinances of the City with respect to any subject or provisions contained in the 2021 Code shall not be read and accepted in evidence from and after the adoption of any chapter of the 2021 Code.

Section 8. The provisions the 2021 Code as approved by the Council, or any copy thereof which purports to be published by authority of the City of Memphis, may be read and accepted in evidence in any court in this State without further proof of its passage.

Section 9. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. Severability. The provisions of this Ordinance are hereby declared to be severable. If any of the sections, amendments, provisions, sentences, clauses, phrases, or parts hereof are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 11. Effective Date. The provisions of this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

**SPONSOR:**  
**Council Chairman**

**PATRICE ROBINSON**  
**CHAIRPERSON**

SUBSTITUTE ORDINANCE NO. 5807

AN ORDINANCE IMPOSING CONTROLS, LIMITATIONS AND RESTRICTIONS ON THE APPROVAL AND ISSUANCE OF CONTRACTUAL LICENSES, PERMITS AND/OR AUTHORIZATIONS FOR USE AND OCCUPATION OF THE STREETS, ALLEYS, THOROUGHFARES AND RIGHTS-OF-WAY OF THE CITY OF MEMPHIS FOR INSTALLATION AND USE OF FACILITIES FOR THE OPERATION OF PUBLIC AND PRIVATE UTILITIES OTHER THAN FIBER OPTIC AND OTHER COMMUNICATIONS SYSTEMS ESTABLISHING REQUIREMENTS, TERMS, CONDITIONS, LIMITATIONS AND PROVISIONS FOR RECOVERY OF THE CITY'S COSTS INCURRED FOR THE CONSTRUCTION, MAINTENANCE, POLICING, MANAGEMENT OR REPAIR OF THE STREETS, ALLEYS, THOROUGHFARES AND RIGHTS-OF-WAY OF THE CITY

WHEREAS, it is proper under Tennessee law that permission to use the public rights-of-way for communications systems and Utility Companies be sought and obtained from the City by Utility Companies and utility providers under authority of Section 15 of Ordinance No. 1852, the Home Rule Charter of the City of Memphis and Section 3 of Chapter 11 of the Acts of 1879, which is preserved by Section 17 of the City's Home Rule Charter, and from all of which authority the City is made the proprietor of its streets and public rights of way in trust for its citizens; and

WHEREAS, the Council has adopted Ordinance 5551 governing the access, use and occupation of its streets and public rights of way by public and private utilities and Telecommunications Companies that transmit intelligence by telegraph, telephone or other telecommunications systems (“Telecommunications Providers”);

WHEREAS, the Council desires to adopt a new ordinance that specifically governs access, use and occupation of its streets and public rights of way by a **Utility Owner or Utility Company** other than Telecommunications Providers;

WHEREAS, the Council desires to formally repeal all ordinances and compensation schemes based on a percentage of gross revenues or other methods of compensation, whether set by ordinance or administrative directive, and to adopt uniform provisions that specify conditions and requirements for

access, use and occupation of its streets and public rights of way by a **Utility Owner or Utility Company**, including methods and procedures for setting rates and fees based on that portion of the City's right of way costs reasonably related to regulating specific activities or defraying the cost of providing services or benefit to such public and private utilities.

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

## **Article I. DECLARATION OF AUTHORITY.**

The City of Memphis has been delegated, as proprietor, the entire control over the streets, alleys, thoroughfares and rights-of-way located within its corporate limits by the General Assembly pursuant to Chapter 11 of the Acts of 1879 and subsequent Acts, all of which were preserved by Section 17 of the City's Home Rule Charter. In addition, the City possesses police powers to regulate the use of its streets, alleys, thoroughfares, rights-of-way and public places for the protection of the health, safety and welfare of its citizens. The City acts in its proprietary capacity by enacting this Ordinance and by authorizing the Mayor to issue authorizations, licenses, permits or easements issued or made pursuant to this ordinance or to enter into any contracts pursuant thereto and as such intends to be bound by the provisions of this Ordinance and any Authorization, license, contract, permit or easement issued or made pursuant to this Authorization ordinance as a natural person, except when its duty and obligation to protect the health, safety and welfare of its citizens requires that it act contrary to the express provisions of this Ordinance or any resulting Authorization, license, contract, permit or easement issued or made pursuant to this ordinance, since the abrogation or waiver of its police powers by contract or otherwise is contrary to the laws and public policy of this State. Upon adoption of this Ordinance and subsequent Franchise Licensing Ordinances, the Mayor and those acting at his direction are hereby authorized, empowered and directed to implement the provisions of this Ordinance and any subsequent Franchise Licensing

Ordinances adopted by the Council from time to time and to take any and all other steps they deem necessary or appropriate to implement this Ordinance and any subsequent Franchise Licensing Ordinances adopted by the Council from time to time.

## **Article II. Statement of Policy.**

(a) It is the policy of the City of Memphis to maintain the integrity, operational safety and functions of the City's streets and rights-of-way. It is also the policy of the City of Memphis to regulate and/or license the installation of underground Utility Systems and related facilities within the rights-of-way of the City; provided, however, that any such access, use and/or occupation of the City's streets and rights-of-way by a **Utility Owner or Utility Company** shall be only allowed if approved by the Memphis City Council and if allowed shall be subject to (1) the provisions of this Ordinance and any subsequent Franchise Licensing Ordinances adopted by the Council and (2) shall be conditioned on the payment of compensation by any **Utility Owner or Utility Company** using and occupying the City's rights-of-way with their Utility Systems in such amounts determined by the City Council from time to time in accordance with applicable law. The City may, at its option, accept monetary compensation or in-kind compensation, or both. Valuation of in-kind compensation shall be calculated in accordance with the method of valuation adopted by the Council.

## **Article III. Governing Law.**

It is the intent of the Council that this Ordinance and any agreement made under the authority of this Ordinance be governed by and interpreted in accordance with Tennessee law, including but not limited to the City's Charter, Tennessee Code Annotated, Sections 6-54-109-110, 65-4-105 and 107 and by opinions of the Tennessee appellate courts.

## **Article IV. Definitions.**

For the purpose of this Ordinance only the following definitions shall apply:

3.01 "**Anniversary Date**" shall mean each anniversary of the date on which any contract under this Ordinance is fully executed.

3.02 "**Charter**" shall mean collectively (i) Ordinance No. 1852, Home Rule Charter adopted by Referendum vote on November 8, 1966 (the "Home Rule Charter") and (ii) the Charter of the City of Memphis as enacted in Acts 1879 as amended, to the extent not repealed by the Home Rule Charter.

3.03 "**City**" shall mean the City of Memphis.

3.04 "**City Engineer**" shall mean the position of City Engineer created by the Charter or a successor position, or an acting City Engineer or the designee of the City Engineer.

3.05 "**Contract Year**" means with respect to any payments due the City under this Authorization Ordinance, each twelve (12) month period during the term of any Authorization, license, contract, permit or easement issued or made pursuant to this Authorization ordinance.

3.06 "**Confidential Information**" shall mean any Trade Secrets (as defined below) or other information relating to a Grantee that derives economic value from not being generally known to or readily accessible to other persons and is the subject of reasonable efforts to maintain its secrecy. Confidential Information shall include, but not be limited to, (i) a Grantee's manner of operation, forms of agreements, plans, processes and programs; (ii) information about its finances and financial condition and about the finances and financial condition of clients or other entities affiliated with a Grantee; (iii) research, marketing plans, designs, procedures, formulas, discoveries, inventions, concepts, ideas, specifications, flowcharts, listings of customers, supplies, or analyses; and (iv) information supplied to Grantee by other parties which a Grantee is obligated to keep confidential. As used herein, "Trade Secrets: shall include any technical or non-technical data or information, design, procedure or

improvement that derives economic value, actual or potential, from not being generally known to or readily ascertainable by proper means by the competitors of a Grantee. "Confidential Information" shall not include any information which has entered the public domain.

3.07 "**Council**" shall mean the Council of The City of Memphis.

3.08 "**Day**" or "**Days**" shall mean a calendar day or days.

3.09 "**Director of Finance**" shall mean the position of Director of Finance and Administration created pursuant to and under the Charter or a successor position, or an acting Director of Finance, or the designee of the Director of Finance.

3.10 "**Authorization**" shall mean the non-exclusive contractual privilege, authorization license or easement granted as provided in this ordinance to occupy or use the streets and/or public rights-of-way within the City for the construction, operation and maintenance of any Public Works or Utility System within all or a portion of the City.

3.11 "**Right of Way Agreement**" shall mean a fully executed and notarized authorization, license, contract, permit or easement issued or made pursuant to the provisions of this Ordinance and any subsequent Franchise Licensing Ordinances adopted by the Council by and between the City and Grantee in form and substance agreeable to the City, wherein the City grants certain non-exclusive revocable rights to use and occupy its streets and rights-of-way and wherein Grantee accepts and agrees to be bound by the terms and provisions of this ordinance.

3.13 "**Grantee**" shall mean any Utility Owner or Utility Company, other than a Telecommunications Provider or other exempt Provider, operating Public Works or Utility Systems using facilities either constructed, owned or leased within the Public Right-of-Way for any purpose.

3.14 "**Public Right-of-Way**" shall mean real property surface, subsurface and air rights (appurtenant to surface rights) acquired by the City by any lawful means and devoted to transportation of people, goods or information and to the provision of governmental services and includes the surface



and that area below the surface which is necessary to support the public street, alley, path, bridge, tunnel, sidewalk, planting strip, median, waterway, dock, wharf, pier, public ground, utility easement or other public right-of-way. Public right-of-way also includes the surface of any public street, alley, public ground or other public right-of-way acquired by the City. No reference herein or in any Authorization for use of any public right-of-way shall be deemed to be a representation or guarantee by the City that its title to any public right-of-way or any improvement or object located therein is sufficient to permit or authorize its use by the Grantee. Public Right-of-Way shall not include any real or personal property, buildings, infrastructure, such as sewers, conduits, poles and bridges, owned by the City that is not a utility, easement or right-of-way.

3.15 “**Public Works**” shall mean any water, gas or electric heat, light or power works, plants and systems owned by the City as defined in Tennessee Code Annotated § 7-34-102..

3.16 “**Public Right of Way Administrator**” shall mean who shall be a person designated by the Mayor within the Office of the City's Chief Administrative Officer, whose responsibility shall be to coordinate with all divisions of City government having any responsibility for managing, supervising or inspecting any construction or use of the City’s Public Rights of Way by a Utility Owner or Utility Company.

3.17 “**System**” or “**Utility System**” shall mean Grantee's network of pipes, lines, and any associated converters, equipment, or facilities that are placed in, on, across or over the public rights-of-way that are designed and constructed for the purpose of producing, receiving, or distributing gas, electricity, light, heat, power, water, wind energy, gasoline, fuel, crude oil or similar substances. Utility Systems include, but are not limited to, any one (1) or any combination of the following: culverts; curbs; dispensaries; drainage systems, including storm water sewers and drains; gas and natural gas systems and storage facilities; highways; highway and street equipment; levees; port facilities; docks and dock facilities, including any terminal storage and transportation facilities incident thereto; sewers;

sewage and waste water systems, including, but not limited to, collection, drainage, treatment, and disposal systems; streets; electric, light, heat, water, wind energy, gas, gasoline, fuel or crude oil distribution, transmission and /or storage systems; tunnels; viaducts; water treatment distribution and storage systems; wind energy systems and or any other like system, plant or equipment.

3.18 "**TRA**" shall mean the Tennessee Regulatory Authority or any successor agency.

3.19 "Telecommunications Company" means any telephone or telegraph company as defined and contemplated by Title 65, Chapter 21, Parts 1 and 2 of Tennessee Code Annotated and governed by City Ordinance No. 5551, as amended.

3.20 "Term" means the duration of the Right of Way Agreement under which a Utility Owner or Utility Company locates, installs and maintains utility facilities within the City's rights-of-way.

3.21 "Cover" means Depth of Lop of pipe, conduit, casing or gallery below grade of roadway, ditch or other utility facilities.

3.22 "Encasement." Structural element surrounding a pipe.

3.23 "Encroachment." Unauthorized use of the City's streets and rights-of-way or easements for signs, fences, utilities, parking, storage, etc.

3.24 "Gallery. An underpass for two or more utility lines.

3.25 "Manhole. An opening in an underground system which workmen or others may enter for the purposes of making installations, inspections. repairs, connections and tests.

3.26 "Median. The portion of a divided highway or street separating the Traveled Ways for traffic in opposite directions.

3.27 “New Utility Installation. An initial installation on the City’s streets and rights-of-way and the replacement of existing facilities with those of a different type, capacity or design of replacement at a new location on the right-of-way.

3.28 “Normal. Crossing at a right angle.

3.29 “Oblique. Crossing at an acute angle.

3.30 “Pavement structure. The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.31 “Pipe. A tabular product made as a production item for sale as such. Cylinders formed from plate in the course of the fabrication of auxiliary equipment are not pipe as defined here.

3.32 “Plowing. Direct burial of utility lines by means of a “plow” type mechanism which breaks the ground, places the utility line and closes the break in the ground in a single operation.

3.33 “Roadway. The portion of a street or highway, including shoulders, for vehicular use. A divided street or highway has two or more roadways.

3.34 Specifications. Standard Specifications for Road and Bridge Construction approved by the City Engineer.

3.35 “Surety. The corporation, partnership or individual other than the utility owner, executing a bond furnished the City by the utility owner.

3.36 “Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders, auxiliary lanes and rights of way designed for placement of utilities.

3.37 “Trenched” means installed in a narrow open excavation.

3.38 “Utility Owner” or “Utility Company” means for the purposes of this Ordinance only every individual, co-partnership, association, corporation, joint stock company or limited liability company, its lessees, trustees, or receivers, appointed by any court whatsoever named in the Right of Way Agreement, that own, operate, manage, maintain or control, within the City, any Utility System, as herein defined, affected by and dedicated to the public use or dedicated solely for private use, profit or gain within the City or State, under privileges, franchises, licenses, or agreements, granted by the state or by any political subdivision thereof.

3.39 “Untrenched. Installed without breaking ground or pavement surface, such as by jacking or boring.

The definitions used in this Ordinance are for the sole purpose of determining the applicability and scope hereof and are not intended abrogate, confer, expand or limit any rights, privileges, authorities or immunities granted to the City or any Utility Owner by federal or state laws presently in existence or as may be subsequently amended or enacted from time to time.

## **Article V. Administration**

The administration of the access, use and occupation of the City’s Public Right of Way by a Utility Owner or Utility Company shall be under the supervision of the Chief Administrative Officer of the City. The Mayor shall designate a person within the Office of the City's Chief Administrative Officer, whose responsibilities shall be:

- 1) To coordinate with all divisions of City government who perform services, functions or activities in all or a portion of the City's Public Rights of Way;**
- 2) To coordinate with all divisions of City government having any responsibility for managing, supervising or inspecting any construction, use, operation or maintenance of utility systems within all or a portion of the City's Public Rights of Way by private or public entities;**
- 3) To manage the application process;**
- 4) To insure that all requirements, limitations and conditions imposed by this Ordinance and other laws, ordinances, rules and regulations are satisfied before any authorization to access the City's Public Rights of Way is granted;**
- 5) To insure that all statutes, laws, ordinances, rules and regulations pertaining to the City's Public Rights of Way are observed by Grantees;**
- 6) To develop a system for preserving, recording and maintaining all contracts, licenses, permits or easements granted under this ordinance to occupy or use the streets and/or Public Rights-of-Way for the construction, operation and maintenance of any utility systems within all or a portion of the City.**

## **Article VI. Conditions for Access to the City's Rights of Way**

(a) No Utility Owner or Utility Company shall be permitted to install underground any Utility System or related facilities within the City's rights-of-way without first obtaining approval from the Memphis City Council and if approved without executing a Right of Way Agreement or a permit. Any such Utility company or utility owner shall be permitted to continue to occupy the City's streets and rights of way pursuant to any extended or unexpired Specific Route or Encroachment Agreement as long as any such company is not in default thereunder.

(b) Upon making application to the Chief Administrative Officer for a Right of Way Agreement under this Ordinance, the Utility Owner or Utility Company shall pay an application fee to the City for processing the application, reviewing plans, and other administrative services, but not including inspection services, which shall be separately charged as herein provided. The total amount of the required application fee shall include a base fee of \$350 plus \$10 for each mile of the proposed installation within all or a portion of the City's Public Rights of Way. The application shall be reviewed by the City Engineer, the Director of the Division of Public Works and by MLGW, who shall each make a recommendation to the Council regarding the proposal in a report to be provided to the City Council by the Chief Administrative Officer.

(c) Upon receipt of said report the Council shall refer the application to the Public Works Committee for consideration by the Council. After the matter has been considered by the Council in the Public Works Committee, the application shall be considered by the full council at a regular council meeting within a reasonable time as and when the Council deems appropriate. The Council may approve, deny or approve the application with such conditions as the Council deems appropriate.

(d) If the application is approved, the Mayor or his designee shall prepare and present a Franchising Licensing Ordinance for approval by the Council, which shall contain a proposed Right of Way Agreement with the terms, conditions and provisions to apply to the use and occupancy of the City's Rights of Way by said Utility Owner or Utility Company

(e) All utility installations within the City's streets and rights-of-way and all work performed within the City's streets and rights-of-way or otherwise, including without limitation any work performed for the City, shall be subject to inspection by the City Engineer to insure conformity with all City engineering and construction standards which standards shall be deemed a part of the Right of Way Agreement by reference. When new utility installations within the City's streets and rights-of-way are of such magnitude and complexity as to require extensive inspectional services by the City Engineer to ascertain that all provisions of the City's requirements are carried out, the City Engineer shall assign one or more inspectors, either City employees or specially employed engineering contractors, to inspect the installation periodically and if necessary place one or more inspectors on the site for the duration of construction activities. By accepting the Right of Way Agreement, a Utility Owner or Utility Company shall agree to reimburse the City for said inspector's salary, inclusive of benefits, or compensation, equipment used and miscellaneous expenses incurred applicable to the installation of the utility facilities. The necessity for such inspectional services will be determined by the City Engineer on a case by case basis and his decision shall be conclusive and final.

(f) The City Engineer shall have the authority to reject substandard work or materials and/or to suspend or stop work, in whole or part, where the Utility company fails to comply with any requirement of this Ordinance or the terms of the Right of Way Agreement or where any unsafe or hazardous condition exists unless and until corrective measures have been made to the satisfaction of the City Engineer.

(g) Notwithstanding any provision of this Ordinance or any other Ordinance applicable to the City to the contrary, the requirements of this ordinance shall not apply to existing crude oil pipelines already occupying the public rights of way within the City, including any activities related to the maintenance, repair, or replacement thereof, or the construction of any new or existing crude oil pipeline or structure or any activity that is located within the property boundaries of an oil refinery, oil terminal, associated docks or processing facilities, or a retail service station and providing service to or associated with that oil refinery, oil terminal, associated docks, processing facilities or retail service station. Any expansion that would enable the increase in the size of existing crude oil pipelines in the public rights of way shall require any Utility Owner or Utility Company who is subject to the provisions of this Ordinance to obtain a new or amended Right of Way Agreement or permit using the procedures outlined in this Ordinance for new applications.

(h) This ordinance shall not apply to any Telecommunications Provider governed by Ordinance No. 5551 or to cable television services as defined under the Cable Communications Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and/or any Authorization granted by the City pursuant to said Act or to any broadband internet provider or video service provider as defined in the Tennessee Competitive Cable and Video Services Act.

(i) This ordinance shall not apply to any publicly owned Utility Owner or Utility Company or to:

- (a) Any corporation owned by or any agency or instrumentality of the United States;
- (b) Any county, municipal corporation or other subdivision of the state of Tennessee;
- (c) Any corporation owned by or any agency or instrumentality of the state; or
- (d) Any corporation or joint stock company more than fifty percent (50%) of the voting stock or shares of which is owned by the United States, the state of Tennessee or by any municipal corporation.

(j) Any inspection or control exercised by the City over the construction activities of a Utility Owner or Utility Company shall in no way relieve the utility owner of any duty or responsibility to the



general public nor shall such services and/or control by the City relieve the Utility Owner or Utility Company from any liability for loss, damage or injury to persons or adjacent properties.

## **Article VII. Right of Way Agreement Requirements**

Each Right of Way Agreement for the installation of utility facilities within City's rights-of-way shall be subject to this Ordinance and specifically, but without limitation, to the following terms and conditions:

(a) Assignment. The Utility Company and/ or Utility Owner may not assign or transfer its rights or obligations under the Right of Way Agreement to another Utility company or other entity or person without first giving written notice to, and obtaining the consent of, the City, which consent shall not be unreasonably withheld.

(b) Indemnification and Hold Harmless.

*1) Each Utility Owner or Utility Company shall indemnify the City of Memphis and their officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from the Utility company's use of the City's right-of-way to install, operate and/or maintain utility facilities, including claims by third parties for any personal injury or property damage, including interruption of service or loss of business, incurred by such third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims, regardless of any negligence or fault of the City of Memphis. The City may require that the Utility company maintain liability insurance in such amounts that the City deems sufficient to satisfy claims made against the City and/or the Utility company arising from the negligence or fault of the Utility company.*

*2) Without limiting the foregoing, the Utility company shall hold the City of Memphis, and their officers, employees and agents, harmless, to the maximum extent allowed under Tennessee law, for any personal injury or property damage, including interruption of service or loss of business, incurred by the Utility company, or its officers, employees or*

*agents, arising from the City of Memphis' construction, reconstruction, operation or maintenance of the City's right-of-way, regardless of any negligence or fault of the City of Memphis.*

- 3) *The City agrees to give Grantee prompt and reasonable notice of any claims or lawsuits; and Grantee shall have the right to investigate, compromise, intervene and defend same to the extent of its own interest. The above indemnification shall not apply to any judgment of liability resulting from the gross negligence or willful misconduct of the City. The terms and provisions contained in this sub-section are intended to be for the benefit of the City and Grantee, and are not intended to be for the benefit of any third party. The City shall have the right to participate or conduct the defense of its interests in any proceeding, and thereby assume risks and liabilities for its own acts or omissions.*

(c) Insurance. Each Utility Owner or Utility Company shall at all times have and maintain, and upon the request of the City shall provide written proof of liability insurance policies containing, at a minimum, the following insurance coverage:

- 1) *All such liability insurance policies shall provide liability coverage sufficient, at a minimum, to match the City limits of liability under City Ordinances. These minimum limits are currently set at One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence and Five Million Dollars (\$5,000,000.00) aggregate.*
- 2) *Grantee shall also file with the City a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Tennessee, for all owned, non-owned, hired and leased vehicles operated by Grantee, with limits no less than One Million Dollars (\$1,000,000.00) each accident, single limit, bodily injury and property damage combined, or evidence of self-insurance.*
- 3) *Grantee shall also maintain and specifically agrees that it will maintain throughout the term of the Authorization, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation.*
- 4) *All liability insurance required pursuant to this section shall be kept in full force and effect by Grantee during the term of any Right of Way Agreement or other Authorization and until after the removal of utility systems installed by Grantee in the Public Rights-of-Way*

*incident to the maintenance and operation of the Utility System as defined in this Ordinance.*

- 5) *All policy limits set forth herein are subject to change by order of the City's Chief Administrative Officer without amendment of this Ordinance.*
- 6) *All such liability insurance policies shall name the City of Memphis as an additional insured for the purposes of fulfilling the Utility company's obligations under the Use and Occupancy Agreement, including without limitation any and all obligations to indemnify and hold harmless the City of Memphis, and their officers, employees and agents. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to amend or cancel by either Grantee or the insuring company.*

(d) Surety Bond. Each Utility Owner or Utility Company shall furnish a surety bond, issued by a company licensed to do business in the State of Tennessee, and in such form and amount acceptable to the City, guaranteeing full and faithful performance of the terms and conditions of the Right of Way Agreement, including without limitation the repair and restoration of the right-of-way premises, the payment of any monetary compensation remaining due to the City for use of the City's Streets and rights-of way, the completion of any installation or relocation of utility facilities and the removal of any facilities upon abandonment or termination of use thereof by such Utility Owner or Utility Company.

**(e) Relocation or Removal.**

- 1) *If, at any time, the City determines that any utility facilities need to be relocated within, or removed from, the City's streets and rights-of-way for any reason related to the use, operation, maintenance, construction, reconstruction, modification or redesign of any such streets and rights-of-way, the Utility company or utility owner shall relocate or remove the facilities as directed by written notice from the City Engineer.*

- 2) *All such costs of relocation or removal shall be borne solely by the Utility company or utility owner and not by the City, except as the City may otherwise agree in accordance with a special condition of the Right of Way Agreement executed prior to the installation, or as the City may subsequently agree in writing under a utility relocation contract.*
  - 3) *Each Utility Owner or Utility Company shall complete the relocation or removal within such time as the City shall specify by written notice, or within such additional time as the City Engineer may authorize in writing. Upon the failure of a Utility Owner or Utility Company to relocate or remove the utility facilities within the specified time, or such additional time as the City Engineer may authorize in writing, the utility facilities shall be deemed to be abandoned by the Utility Company Or Utility Owner, and the City shall be deemed the owner thereof; provided, however, that the City, in its sole discretion, may refuse ownership of the abandoned utility facilities at any time within one year after the abandonment and thereupon hold the Utility Owner or Utility Company liable for the costs of removing such facilities from the City's streets and rights-of-way.*
  - 4) *To the extent that a Utility Owner or Utility Company er is required to remove utility cable facilities from the City's streets and rights-of-way, the Utility Owner or Utility Company shall to that extent be relieved of any further obligation under the Right of Way Agreement to compensate the City for the use of the City's streets and rights-of-way. To the extent that a Utility Owner or Utility Company is allowed to relocate utility facilities to another location within the City's streets and rights-of-way, the Utility Owner or Utility Company may elect either to remain under the terms of compensation specified in the Right of Way Agreement, or the Utility Owner or Utility Company may choose to enter into a new Right of Way Agreement for the new location.*
- (f) **Duration and Renewal of Right of Way Agreements.**
- 1) *Initial Term. The Right of Way Agreement for the installation of utility facilities within City's streets and rights-of-way shall have an initial term of up to 20 years as the Council may approve.*
  - 2) *Renewal Options. Upon the expiration of the initial term of the Use and Occupancy Agreement, the Utility Owner or Utility Company shall have an option to renew the Right of Way Agreement for one (1) additional term of 5 years, or longer term approved by the City Council, but shall be subject to the applicable rate of compensation in effect as of the date of renewal. In no event shall any initial term or any successive renewal term exceed a combined total of 30 years.*

## **Article VIII. Compensation.**

### **(a) Compensation Requirement.**

- 1) No Utility Company or Utility Owner shall be permitted to install underground utility facilities within City's streets and rights-of-way except upon the payment of compensation for the use and occupation of such rights-of-way, as adopted by the Memphis City Council from time to time.**
  
- 2) The City may, at its option, may receive the compensation for use of City's streets and rights-of-way in the form of money or as in-kind compensation in the form of Utility facilities or services, or both.**

### **(b) Rate and Method of Compensation.**

- 1) The rate of monetary compensation shall be as established by the Memphis City Council from time to time by Ordinance for such time periods determined by the Council by affixing an addendum to this Ordinance. In establishing the monetary rate of fair and reasonable compensation for use and occupation of City's streets and rights-of-way, the City Council shall consider the following factors:**
  - i) The City's costs in regulating the right of way activities of Utility companies and utility owners,**
  - ii) the extent the City's streets and rights-of-way are used and occupied by such companies and owners,**
  - iii) the proportionate share of the City's cost of making and keeping in repair and policing the City's streets and rights-of-way to be assigned to such companies and owners in order to defray the total amount of the City's right of way costs to provide right of way services to such companies and owners,**

- iv) the cost of providing the benefit to such companies and owners of the use and occupation of the City's streets and rights-of-way for installation of their Utility facilities, including, but not limited to, savings on construction costs due to ease of installation in established rights-of-way conveniently located in close proximity to their customers and businesses, comparable rates charged for the use and access, the amount of right-of-way available in certain locations and demand for certain locations. Information pertaining to these factors shall be presented to the City administration and by any other interested parties.
  - v) any other factors the Council deems relevant.
- (c) Total Amount of Compensation. The total amount of compensation due for use of the right-of-way for a shall be fixed as of the date of execution of the Right of Way Agreement, in accordance with the rate and method of valuation of in-kind compensation established by the City Council and in effect at that time.
- (d) Unit Measure of Compensation.
- 1) Compensation shall be stated and computed on a measured unit of right of way used by a Utility Owner or Utility Company and may be based (i) on the cubic feet of right-of-way such provider occupies in the public right-of-way, including clearance zones required by this Ordinance or by applicable industry and safety standards or (ii) on a unit charge for each linear foot of pipe five (5) inches or less in diameter that such provider occupies in the public right-of-way, including clearance zones required by this Ordinance or by applicable industry and safety standards as the City may elect.**
  - 2) The linear foot charge shall be calculated on a pro rata basis. For example, the charge for a ten inch pip in diameter shall be 2 times the charge for one five inch pipe.**

## **Article IX. General Installation Policies and Procedures.**

(a) Timing of Installations. To minimize interference with the safe use, operation and maintenance of the right of way, and as reasonably necessary to manage the right-of-way, the City

Engineer may limit the timing of access so that, to the extent possible, there is no more than one utility cable installation project underway at any given time on any particular segment of a state freeway.

**(b)** Location and Alignment Criteria.

- 1) General Location Policy. To minimize interference with the safe use, operation and maintenance of the City's streets, longitudinal installations of Utility Systems and facilities shall be located outside the Travelled Way and as near to the outer edge of the right-of-way line as is reasonably practical; provided, however, that alternative locations within the right-of-way, including the Travelled Way, may be permitted where the City Engineer determines that it is not reasonably practical to locate the Utility Systems and facilities along the outer edge of the right-of-way and that the use of the alternative location is consistent with the City's goal to minimize interference with the safe use, operation and maintenance of the streets and highways.**
  
- 2) Horizontal and Vertical Clearance Zones. As a general rule, subsequent installations of underground Utility Systems and facilities outside the Travelled Way shall be located not less than three feet (3') from any previously installed Utility System or other utility installation, if any, within the City's right-of-way or such greater clearance zones required by utility codes as they relate to electrical, water, gas or sewer systems. Exceptions may be considered on a case-by-case basis and as may be reasonably necessary to manage the City's right-of-way.**
  
- 3) Depth. All underground Utility Systems and facilities shall be located and installed in accordance with a minimum depth of thirty six inches (36"), or at such greater depths as the City Engineer may require as a special condition of a Right of Way Agreement or as shall be necessary to comply with the Horizontal and Vertical Clearance Zone requirement.**

- 4) ***Access Points. Devices for accessing underground Utility Systems and facilities for routine service or site visits shall not be allowed within the Travelled Way, except as the City Engineer may otherwise expressly permit or require.***
- 5) ***Support Facilities. All above-ground support facilities for underground Utility Systems and facilities shall be located outside the Travelled Way and as near to the outer edge of the right-of-way line as is reasonably practical. No above-ground facility may be located on the City's right-of-way without the express written approval of the City Engineer.***
- 6) ***Attachment to Roadway and Roadside Structures. The attachment of Utility Systems and facilities to Roadway and Roadside Structures -- including without limitation bridges, overpasses, underpasses, culverts and tunnels -- shall be permitted only with the prior written approval of the City Engineer.***

## **Article X. Installation and Maintenance Requirements.**

### **(a) General Standards of Care.**

- 1) ***A Utility Owner or Utility Company shall take care not to install any Utility System in such a manner as to create a potential hazard to life, health or property or in such a manner as to impair the use, operation and maintenance of the City's rights of way.***
- 2) ***The utility company shall cooperate with the City Engineer to identify locations for its Utility System or facilities within the City's right-of-way that will, to the extent it is reasonably practical, minimize any potential conflict with the future expansion or reconstruction of the right-of-way.***



(b) Tennessee One-Call Service. Utility companies, utilities and private entities accessing the City's rights of way shall comply with the Tennessee One-Call Service as provided in Section 65-31-107 of the Tennessee Code, or as it may be amended.

(c) Permits and Approvals. The utility company shall be responsible for obtaining all approvals and/or permits that may be required for activities authorized under this Rule, including without limitation all environmental permits and federal regulatory approvals or permits, if applicable.

## **Article XI. Minimum Installation and Maintenance Controls.**

The following minimum controls shall apply to the installation, servicing and maintenance of all utility cable facilities within state freeway rights-of-way, in addition to such other requirements as the City Engineer may provide as a general or special condition of the Right of Way Agreement:

(a) Installation and Maintenance Plan. Before commencing any installation, servicing or maintenance of a utility system, the Utility Owner or Utility Company shall submit an installation and maintenance plan to the City Engineer for review and approval, and upon approval such plan shall be made a part of the Right of Way Agreement. At a minimum, the installation and maintenance plan shall specify:

- 1) *The location and method of installing each part of the Utility Systems and facilities within the right-of-way;*
- 2) *The means by which access to and within the right-of-way shall be accomplished for the purpose of installing, servicing and maintaining each part of the Utility Systems and facilities, including provisions for ingress and egress, parking of vehicles and equipment, and storage of materials;*

- 3) *The means by which the utility company will provide for the control of traffic on the Travelled Way, if needed, in the course of installing, servicing or maintaining any part of the Utility Systems and facilities;*
- 4) *The schedule for completing the installation of the Utility Systems and facilities, or parts thereof, within the right-of-way; and*
- 5) *The procedure by which the utility company will conduct emergency maintenance operations within the right-of-way.*

(b) **Preservation of Pavement Structure.** Open cutting or trenching of the pavement structure of a street, highway or roadway, including without limitation the Traveled Way and shoulders, if any, shall not be permitted. Wherever the City Engineer permits a crossing of the pavement structure of a street, highway or roadway in accordance with this Ordinance, the crossing shall be accomplished by boring or other untrenched method as approved by the City Engineer.

(c) **Access to Right-of-Way for Installation and Maintenance.**

- 1) *As far as it is reasonably practical, all utility facilities should be designed and located in such a manner that they can be installed, serviced and maintained without direct access thereto from the traveled way. Such direct access may be permitted in special circumstances where there is no reasonably practical alternative means of access and the utility company has made adequate provisions for controlling access to the work zone, directing traffic, and protecting the safety of workers and the traveling public, as specified in the installation and maintenance plan approved by the City Engineer.*

(d) **Parking of Vehicles.** The utility company shall not be permitted to park vehicles and equipment or to store materials on the right-of-way without express prior approval by the City Engineer.

In no case shall the utility company be permitted to park vehicles and equipment or store materials within the clear zone of the right-of-way, except as may be required during actual installation operations within the clear zone and while all required traffic control is present and in place.

(e) Traffic Control.

- 1) *All traffic control signs or other traffic control devices that the utility company may use in the course of any installation, servicing or maintenance of a utility facility shall comply with the procedures used by the City Engineer regarding Traffic Control Devices.*
- 2) *In addition, the utility company shall arrange for law enforcement officers having appropriate enforcement authority to be present to ensure the safe flow of traffic whenever any installation, servicing or maintenance of a utility facility occurs within the clear zone of the freeway or as may be required in the installation and maintenance plan approved by the City Engineer where access to the work zone has been permitted from the traveled way, shoulders or access ramps of the freeway. The utility company may not conduct any such work within the right-of-way without giving specific advance notice thereof to the City Engineer.*
- 3) *Advance Notice of Installation or Maintenance Work. Before performing any non-emergency servicing or maintenance of a utility facility at any location within the freeway right-of-way and before performing any installation of a utility facility within the clear zone or where access to the utility work zone has been permitted from the traveled way, shoulders or access ramps of the freeway, the utility company shall give at least five (5) work days advance notice thereof to the City Engineer.*

(f) Emergency Maintenance or Repair. The utility company shall notify the appropriate Regional Director of the City Engineer as soon as possible, and in any event not more than twenty-four (24) hours, after the occurrence of an event requiring emergency maintenance or repair of a utility facility within the City's right-of-way, or as otherwise specified in the installation and maintenance plan approved by the City Engineer.

(g) Cessation of Work for Public Safety. If the utility company fails to comply with the traffic control plan or any other provision of the installation and maintenance plan, or if any activity of the utility company within the City's right-of-way interferes with the safe and efficient use of the travelled way as determined by the City Engineer, the utility company shall immediately cease such activity upon notice being given by the City Engineer, and the utility company shall thereafter work with the City Engineer to bring its activities into compliance with the installation and maintenance plan and/or implement such additional safety requirements as may be specified by the City Engineer.

(h) Trees. The cutting or removal of trees along the freeway right-of-way shall not be permitted without the express approval of the City Engineer.

(i) Hazardous Substances. No Utility Owner or Utility Company shall place, install or deposit any hazardous substance or hazardous waste within or on any part of the state freeway or state freeway right-of-way. If at any time a Utility Owner or Utility Company causes or allows a spill of a hazardous waste or substance within the freeway right-of-way, the Utility Owner or Utility Company shall remain solely liable for the clean-up and removal of such hazardous waste or substance. The Utility Owner or Utility Company shall indemnify the City of Memphis and City Engineer, and their officers, employees and agents, and shall hold them harmless against any and all claims or expenses of any kind related to the deposit, spillage and/or clean-up of any such hazardous wastes or substances.

(j) Above-Ground Markers. The utility company shall install permanent above-ground markers indicating the location of its underground Utility Systems and facilities at such intervals as the City Engineer may approve or require in the installation and maintenance plan. These markers shall not interfere with the safe use, operation and maintenance of the freeway, nor shall they constitute a hazard to the traveling public.

(k) Repair and Restoration of Premises.

- 1) *The Utility Owner or Utility Company shall, as directed by and in a manner satisfactory to the City Engineer, promptly replace or repair any portion of the pavement, shoulders, structures, ramps, guardrail, drainage, or any other part of the right-of-way that may have been damaged in the course of any work within the right-of-way.*
- 2) *Upon the completion of any installation, replacement, repair or relocation of utility facilities within the rights-of-way, the utility company shall promptly restore the premises to a condition similar to that which existed prior to such work, in a manner satisfactory to the City Engineer.*
- 3) *The Utility Owner or Utility Company shall remain responsible for maintaining any excavation or trench on or along the state freeway right-of-way, as directed by and in a manner satisfactory to the City Engineer.*

(l) As-Built Drawings. “As-built” drawings that adequately demonstrate the location, size length and nature of all underground and aboveground Utility Systems located on, over or under the City’s right-of-way shall be submitted by a Utility Owner or Utility Company to the City Engineer in such format as he shall direct within one hundred twenty days after completion of construction of such systems. A Utility Owner or Utility Company shall update such drawings within sixty days whenever material changes are made to such company’s system which impact the public right-of-way. Said

drawings, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

(m) Completion of any installation or relocation. It shall be the responsibility of the Utility Owner or Utility Company to seasonably submit “as built” drawings of its facilities in the City’s right-of-way and to provide other information upon request.

## **Article XII. Compliance and Revocation.**

(a) In the event that the City Engineer determines that the utility company is in violation of any provision of this Ordinance or any Right of Way Agreement, the City Engineer may order the Utility Owner or Utility Company to comply.

(b) In any case not presenting any imminent threat to public safety, as determined by the City Engineer, the Utility Owner or Utility Company shall be given thirty (30) days, or such other reasonable time as the City Engineer may provide, within which to correct the noncompliance.

(c) In any case presenting an imminent threat to public safety, as determined by the City Engineer, the Utility Owner or Utility Company shall correct the noncompliance promptly as directed by the City Engineer.

(d) If a Utility Owner or Utility Company fails to comply with any order or directive given by the City Engineer or otherwise violates any provision of this Ordinance, after the above-stated notice and opportunity to cure, then the City may take any action authorized by law, including revocation, withholding of all other licenses and permits until the violation is cured, or repeal of any permit or Authorization previously granted or filing a suit in court to compel compliance. If, in any such proceeding, default is finally established, the Utility Owner or Utility Company shall be required to pay to the City the reasonable expenses incurred in the prosecution of such suit and all the City’s damages and costs (including attorneys’ fees). A Utility Owner or Utility Company that in good faith disputes a

finding that it is in default, and that promptly files a court proceeding challenging the determination may continue to provide service pursuant to the terms of any permit or Authorization unless otherwise ordered by the court.

(e) A violation of the provisions of this Article after the above-stated notice and opportunity to cure shall subject the offending Utility Owner or Utility Company to an initial fine of \$50. Each day of continued violation of this Ordinance constitutes a separate offense and will subject the offending Utility Owner or Utility Company to continuing fines, above the initial fine, of \$50 per day for each day that the a Utility Owner or Utility Company fails to comply with any order or directive given by the City Engineer to comply with any provision of this Ordinance.

(f) A Utility Owner or Utility Company shall not be entitled to any compensation, lost profits, consequential damages or reimbursement of suit expenses or attorney's fees in the event of a revocation of a Right of Way Agreement or enforcement action taken by the City to enforce this Ordinance.

(g) Upon the revocation of a Right of Way Agreement, the Utility Owner or Utility Company shall promptly remove any Utility Systems located on, over or under the City's right-of-way, in such manner and within such time as the City Engineer may direct. If the utility company fails to remove the Utility Systems within the time directed, the Utility Systems may be deemed to be abandoned by the utility company, and the City shall be deemed the owner thereof; provided, however, that the City Engineer, in its sole discretion, may refuse ownership of the abandoned Utility Systems at any time within one year after the abandonment and thereupon hold the utility company liable for the costs of removing such facilities from the City's right-of-way.

### **Article XIII. RIGHT OF WAY FUND**

(a) There is hereby created a right-of-way fund, which shall be used exclusively to help defray the costs associated with the management of the rights of way, including but not limited to the costs of preparing studies of the right-of-way and costs of any special committee and the costs of staff and other reasonable expenses necessary to administer the provisions of this Ordinance.

(b) All payments for the use of the right-of-way made pursuant to this Ordinance shall be deposited into the fund, less reasonable administrative costs incurred by the City in connection with the collection of fees owed.

(c) Operating transfers shall be made from this fund to other funds of the City incurring costs associated with Right of Way management. Such operating transfers will be established in accordance with the City's annual Appropriation Ordinance.

#### **Article XIV. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Authorization ordinance is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Authorization ordinance shall not be affected thereby, but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this Authorization ordinance shall be valid and enforceable to the fullest extent permitted by law.

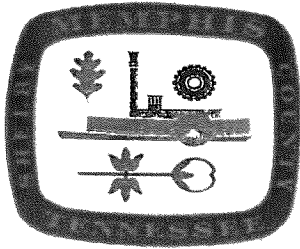
#### **Article XV. ENACTMENT CLAUSE**

Be it ordained, that this ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the chairman of the council, certified and delivered to the office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.



SPONSORS: Council Members  
Smiley, Carlisle and Warren

FRANK COLVETT  
CHAIRMAN



## Memphis City Council Summary Sheet

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

This item is an ordinance to adopt the 2021 International Fire Code with local amendments for enforcement within the City of Memphis. This will replace the currently adopted 2015 International Fire Code as amended.

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

The resolution is requested by Fire Services to update the current Fire Code in conjunction with the body of codes being adopted by the Memphis and Shelby County Office of Construction Code Enforcement and the Shelby County Fire Department. It also complies with TCA 68-120-101 (b)(5)(A).

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

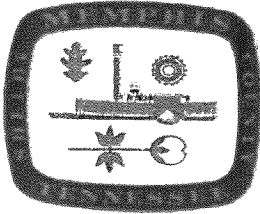
This ordinance will result in the adoption of an updated version of the current Fire Code that is enforced within the City of Memphis. See Ordinance No. 5701.

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

Not applicable.

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

This ordinance will require neither an expenditure of funds nor a budget amendment.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE 2021 EDITION OF THE INTERNATIONAL CODE COUNCIL INTERNATIONAL FIRE CODE INCLUDING CERTAIN APPENDICES IN THAT CODE, AND OTHER LOCAL AMENDMENTS, AND AMENDING CHAPTER 9-36 OF THE CITY OF MEMPHIS, CODE OF ORDINANCES.

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**WHEREAS**, the Memphis City Council desires to adopt and maintain a comprehensive set of coordinated technical codes specifically related to fire prevention and to update those codes to assure the use of safe and effective fire protection measures in the construction and maintenance of commercial and residential buildings and structures within the Memphis community; and

**WHEREAS**, it has been determined that it is necessary and prudent to adopt newer code editions covering these important public safety requirements related to fire prevention and control which have previously been covered by regulations in the now obsolete 2015 edition of the *ICC International Fire Code*; and

**WHEREAS**, certain provisions of the 2021 Edition of the *ICC International Fire Code*, when adopted by the Council will provide a contemporary and internally consistent code for such fire prevention effort; and

**WHEREAS**, the Council believes it to be in the best interest of the citizens of Memphis that the 2021 Edition of the *ICC International Fire Code* be adopted.

**NOW, THEREFORE BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL,**

(a) That Section 9-36-1 is hereby amended to read as follows:

**Section 9-36-1. – International Fire Code adopted.**

The 2021 Edition of the *ICC International Fire Code* is hereby adopted as the Fire Prevention Code of the City of Memphis, and such code shall have the same force and effect as if set out in full herein. The following Appendices of the 2021 Edition of the *ICC International Fire Code*, or as locally drafted, are also adopted. **Appendix B – Fire-Flow Requirements for Buildings, Appendix E – Hazard Categories, Appendix F – Hazard Ranking, and Appendix G –Cryogenic Fluids – Weight and Volume Equivalents.** Any appendix not listed in this ordinance is specifically not adopted; and

(b) **BE IT FURTHER ORDAINED**, That Section 9-36-4 is hereby amended to provide that the 2021 Edition of the *International Fire Code* is amended by adoption of the local amendments which shall read as follows:

The International Fire Code, 2021 Edition, is hereby amended as set out in this Article. All references to Chapter, Section and sub-section numbers in the text of the amendments hereafter set out shall be construed as if followed by the words, "of the Fire Code" unless clearly indicated to the contrary.

## **2021 International Fire Code Amendments**

### **Chapter 1 Scope and Administration**

**101.1 Title** is amended to delete the words "[NAME OF JURISDICTION]," and replace with the words "Memphis, Tennessee."

**104.6 Official records** is amended to delete the entire section and subsections 104.6.1 Approvals, 104.6.2 Inspections, 104.6.3 Fire records, and 104.6.4 Administrative without substitution.

**105.5.29 LP-gas** is amended to add the following sentence at the end of section 1 after the word "gas":

"It shall be the responsibility of the owner of the LP container to obtain the permit."

**105.5.49 Temporary membrane structures and tents** is amended to delete the second exception and substitute in lieu thereof the following:

"2. Funeral tents and curtains or extensions attached thereto, when used for funeral services."

**105.5.49 Temporary membrane structures and tents** is further amended by adding the following new sub-section:

**105.5.49.1 Responsibility.** It shall be the responsibility of the *owner* of the tent to obtain the permit.

**105.6.24 Temporary membrane structures and tents** is amended to delete the third exception without replacement.

**105.6.24 Temporary membrane structures and tents** is further amended by adding the following new sub-section:

**105.6.24.1 Responsibility.** It shall be the responsibility of the *owner* of the tent to obtain the permit.

**106.4 Retention of construction documents** is amended to delete the first sentence, "One set of construction documents shall be retained by the *fire code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws," without substitution.

**110.1 Authority to disconnect service utilities** is amended to delete the last sentence, "If not notified prior to disconnection, then the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter," without substitution.

**111 Means of appeals** is amended by adding the following new sub-section:

**111.5 Notice of appeal.** Notice of appeal shall be in writing and filed with the *fire code official* within 15 days of a decision that is rendered by the *fire code official*.

**112.4 Violation penalties** is amended to delete the words "guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment," and replace with the words "subject to a citation and/or fines as determined by a court of law."

**113.4 Failure to comply** is amended to delete the words "subject to fines established by the authority having jurisdiction" and replace with the words "guilty of a civil offense subject to a citation and/or fines as determined by a court of law."

## **Chapter 2 Definitions**

**Section 202 General Definitions** is amended by adding the following definitions:

**Automated external defibrillator (AED):** A medical device heart monitor and defibrillator that:

- (1) Has received approval of its premarket notification, filed pursuant to 21 U.S.C. §360(R), from the United States Food and Drug Administration.
- (2) Is capable of recognizing the presence or absence of ventricular fibrillation or rapid tachycardia, and is capable of determining, without intervention by an operator, whether defibrillation should be performed; and
- (3) Upon determining that defibrillation should be performed, automatically charges and requests delivery of an electrical impulse to an individual's heart.

**Fenced compound:** A property such as, but not limited to, a car lot, storage lot, warehouse, retail or wholesale business, night watchmen staffed facility, or facility that is open during business hours and uninhabited when closed, etc.

**Light wood truss:** Manufactured from the natural wood fiber in trees, cut and dried to nominal dimensions such as 2 x 4, 2 x 6, 2 x 8, 2 x 10, 2 x 12, etc., which is used in floor and ceiling systems. These wooden structures are composed of a combination of members such as chords, diagonals, and web members, usually in same triangular arrangements to constitute a rigid framework.

**Chord:** A principal member of a truss which extends from one end to the other, primarily to resist bending; usually on of a pair of such members.

**Diagonal:** In a framed structure, an inclined member running across a panel as in a truss.

**Web:** The portion of a truss or girder between the chords or flanges, whose principal function is to resist shear on the span.

**Residential community:** A community shall be defined as a location at which a group resides and/ or dwells, including but not limited to, apartments, hotels, modular home communities, private subdivision, etc.

### **Chapter 3 General Requirements**

**308.1.4 Open-flame cooking devices** is amended to delete the second and third exceptions.

**311.5 Placards** is amended to delete the words “as required by Sections 311.5.1 through 311.5.5” after the word “marked.”

**311.5.1 Placard location** is deleted without substitution.

**311.5.2 Placard size and color** is deleted without substitution.

**311.5.3 Placard date** is deleted without substitution.

**311.5.4 Placard symbols** is deleted without substitution.

**311.5.5 Informational use** is deleted without substitution.

**319.1 General** is amended to add the following sentence after the section following the word “section”:

“Mobile units must remain mobile at all times during operation. The unit must be on wheels (excluding boats) at all times. Any mobile food unit that removes such wheels or becomes stationary must meet Tennessee Department of Health Regulations Chapter 1200-23-1 et seq. in its entirety. Mobile food preparation vehicles do not include pushcarts as regulated by city codes and prohibited from selling potentially hazardous foods by the state

department of health, nor vehicles from which only ice cream and other frozen non-hazardous food products are sold, nor vehicles operating under special event permit.”

**319.8.2 General** is amended to add the words “in accordance with NFPA 96” at the end of the section following the word “movement.”

## **Chapter 4 Emergency Planning and Preparedness**

**401.1 Scope** is amended to delete the exception without replacement.

**402.1 Definitions** is amended to add the following definition term:

**“AUTOMATED EXTERNAL DEFIBRILLATOR (AED).”**

**Chapter 4** shall be amended by adding the following new section:

### **Section 408 Automated External Defibrillators**

**408.1 Where required.** An Automated External Defibrillator shall be installed and maintained in newly constructed or newly classified Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies with an occupant load of 300 or more.

**408.2 Location.** Automated External Defibrillators shall be in conspicuous locations where they will be readily accessible and immediately available for use. AED devices, where required, shall be installed in sufficient numbers and in locations so that an AED device shall be accessible within three (3) minutes in the event of an emergency, in accordance with American Heart Association recommendations.

**408.2.1 Unobstructed and unobscured.** Automated External Defibrillators shall not be obstructed or obscured from view. Means shall be provided within occupancies and at outdoor public assemblages and events to indicate the location of AEDs.

**408.2.2 Cabinets.** Cabinets used to house Automated External Defibrillators shall not be locked.

**Exceptions:**

1. Where Automated External Defibrillators subject to malicious use or damage are provided with a means of ready access.
2. In Group I-3 occupancies and in mental health areas in Group I-2 occupancies, access to Automated External Defibrillators shall be permitted to be locked or to be in staff locations provided the staff has keys.

**408.3 General requirements.** Automated External Defibrillators and the programs for their use shall comply with the requirements set forth in the Tennessee Code Annotated and the rules adopted by the Tennessee Department of Health.

**408.3.1 Required Maintenance.** Automated External Defibrillators shall be maintained and tested in accordance to the manufacturer’s operational guidelines. Written records of all maintenance and testing performed on AEDs shall be maintained.

**408.3.2 Registration.** Automated External Defibrillators shall be registered with the primary provider of emergency medical services where the defibrillator is located. A copy of the required AED program and plan for each installation shall be included with the registration.

## **Chapter 5 Fire Service Features**

**502.1 Definitions** is amended to add the following definition terms:

**FENCED COMPOUND.  
RESIDENTIAL COMMUNITY.**

**503.2.5 Dead ends** is amended to add the following sentence after the section following the word “apparatus”:

“Turnarounds required by this section shall comply with Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads in Appendix D.”

**503.6 Security gates** is amended to delete the entire section and substitute in lieu thereof the following:

**503.6 Security gates.** The installation of security gates across a fire apparatus access road shall be approved by the *fire code official*. Where security gates are installed, they shall have an approved means of emergency operation. Any gated and/or fenced community shall have at least one 20-foot opening gate which shall be designated as the Fire Department primary access. This gate shall conform to sections 503.6.1.1 through 503.6.1.6 and, if automated, shall be siren activated and equipped with both primary and secondary overrides.

**Exception: Group R-3 occupancies are exempt from the requirements of this section when the fenced area is for a single occupancy.**

**503.6.1 Automatic gates.** All automatic gates on required fire apparatus access roads, as determined by the *fire code official*, shall provide approved override and power-off equipment. This override system shall provide controls to open, override timer functions for emergency access, and power off equipment for manual operation.

**503.6.1.1 Emergency override.** Emergency override of all automated gate systems shall operate with power on or off. The emergency override system shall consist of a fire access housing designed as follows: The access box shall be red in color and display “Fire Dept.” or “Fire Access” in white letters on the face plate. The face plate shall be



hinged and designed to accept a Medeco padlock, keyed to the Memphis Fire Department access key. The Fire Access housing shall be equipped with an internal switch so as when the pad lock is removed and the face plate is opened it will signal the automated gate to open. The automated gate shall remain open while the face plate remains open. Upon closing of the face plate and reinserting the Medeco pad lock, the automated gate shall return to normal operation. The Fire Access housing shall be installed in a manner as to be plainly visible from the cab of the approaching emergency vehicle.

**503.6.1.2 Manual disconnects.** All automated entry gates shall be equipped with Medeco padlocked disconnects for use if the power supply to the automated gate fails or the Fire Access housing device fails to open the gate.

**503.6.1.2.1** For a sliding gate, the rear chain attachment point, at which the chain connects to the physical gate, shall be padlocked and secured with a Memphis Fire Department keyed Medeco lock. If the disconnect is not accessible from the public side or the secured sides of the gate, a walk gate padlocked with a Memphis Fire Department keyed Medeco lock shall be installed to allow access to the disconnect.

**503.6.1.2.2** For a swing gate, the attachment point of the swing arm to the gate shall be equipped with a disconnect pin that shall be padlocked. As with the slide style gate, this pin shall be accessible from both the public and secured sides of the gate

**503.6.1.3 Additional gates.** If a community design prevents emergency equipment from accessing any area of the property from the primary access gate, it may be deemed necessary by the *fire code official* that more than one Fire Department access gate is required. Additional emergency access gates shall conform to the same standards as the primary gate, unless the *fire code official* declares these gates to be secondary, and allows them to be padlock secured with a Memphis Fire Department keyed Medeco lock, interlocked with the owner's lock, rather than being automated.

**503.6.1.4 Locking access gates.** If locked, gates in fenced compounds shall be padlock secured with a Memphis Fire Department keyed Medeco padlock, interlocked with the owner's lock.

**503.6.2 Access to hydrants.** The *fire code official* shall require all fences that impede access to hydrants, whether from the street or to the protected structure, to have 48" walk gates installed at or near those hydrants. To allow proper access to the hydrant for firefighting purposes, these fences shall not be located within a 10' radius of the center line of the hydrant. Additionally, long runs of fencing that block access to buildings shall require the installation of walk gates at intervals not exceeding 300 linear feet. Gates installed at hydrants may be included to meet this requirement. If locked, required walk gates shall be equipped with Medeco locks properly keyed for Memphis Fire Department use.

**505 Premises identification** is amended to add the following new sub-section:

**505.3 Identifying emblems for structures with light wood truss construction**

**505.3.1 Emblem permanently affixed.** The identifying emblem shall be permanently affixed as prescribed by city ordinance at all buildings having light wood truss construction. This section shall not apply to one- and two-family dwellings.

**505.3.2 Emblem description.** The identifying emblem shall be in the shape of an isosceles triangle with a vertical height of six (6) inches and a horizontal length of twelve (12) inches. The background of the emblem shall be made of a white reflective material and all lettering thereon shall be made of a red reflective material, said lettering having a minimum height of at least four (4) inches with a one-half (½) inch stroke.

The emblem shall contain the following designations to identify the presence of light wood trusses in the structure:

- (1) "F" shall designate a floor with truss construction.
- (2) "R" shall designate a roof with truss construction.
- (3) "F/R" shall designate both a floor and roof truss construction.

**505.3.3 Location of emblem.** The emblem shall be permanently affixed at one of the following locations:

(1) Where a building or group of buildings has an approved fire apparatus access drive(s) meeting the requirements of Section 503 of this code, emblems shall be placed at each entrance on the left side of each drive at a height of 3 to 5 feet above ground, no more than 3 feet from the curb line; or,

(2) Where a building or group of buildings do not have approved fire apparatus access drive(s) immediately adjacent to the building, the emblem shall be affixed to each building on the address side of the building visible to approaching fire companies; or,

(3) At such other location(s) approved by the *fire code official*.

If a building exceeds 12 tenant spaces or 12,000 square feet, additional emblems shall be provided on the building at locations designated by the *fire code official*. These emblems shall be installed and maintained by the owner of the structure(s).

**507.3 Fire flow** is amended to add the following words after the end of the last sentence following the word "method":

"Fire flows required by this section shall comply with Appendix B Fire-Flow Requirements for Buildings as amended in this code."

507.3 is further amended by adding the following new sub-section:

**507.3.1 Fire Hydrant systems** shall be designed such that each individual fire hydrant on the system can flow a minimum of 1500 gallons per minute (gpm) at 20 pounds per square inch (psi)(138kPa) residual pressure.

**507.5.1 Where required** is amended to delete the numbers “400 (122 m)” in the first sentence and replace with the numbers “500 (152 m).” This section shall be further amended to delete Exceptions 1 and 2 without substitution.

**507.5.2 Inspection, testing and maintenance** is amended to add the following new sections:

**507.5.2.1 Private hydrants periodic inspection, testing, and maintenance.** Hydrants shall be checked monthly to make sure they are not obstructed by storage, weeds, etc., conveniently accessible, visible and with outlet caps in place. At least once a year, they shall be opened and closed to ensure proper operation and drainage in compliance with the International Fire Code, as amended, and shall be properly lubricated. All such inspections, tests and maintenance shall be performed by a fire protection company licensed by the State of Tennessee. Records of all such inspections, tests, and maintenance activities shall be submitted to the *fire code official*. Such records shall also be kept on the premises and shall be available to the *fire code official* upon request.

**507.5.2.2 Notice to inspect private fire hydrant.** Upon failure of any private fire hydrant owner within the city to properly inspect, test and maintain such private fire hydrant in accordance with the law, it shall be the duty of the fire services division to serve a notice on such owner to inspect their fire hydrant within twenty (20) days of the service of such notice. Such notice may be served personally on the owner by mailing same, by registered or certified mail, to owner’s last known address, or it may be posted on the property on which such fire hydrant is located. Service of notice by any of the above methods shall be due notice to such owner. Should the owner or its responsible agent fail to inspect all private fire hydrants on said property following notice as set out above, then the Fire Services Division may enter such property or premises, directly or through their designated contractor, for inspecting, testing, and maintaining such fire hydrants.

**507.5.2.3 Inspection by City.** In addition to the penalties provided for in Section 1-24-1 of the City Code of Ordinances, any owner of a private fire hydrant in the city who fails or refuses to inspect, test and maintain such fire hydrants in accordance with the notice mentioned in section 507.5.2.2 shall be liable for a penalty of two hundred dollars (\$200) per day for each day of non-compliance with the said notice. This ordinance is deemed to be an environmental ordinance and shall be enforced in courts having appropriate jurisdiction over such subject matter.

**Chapter 5** shall be amended by adding the following new section:

**Section 511 Electric security fence installations**

**511.1 Electric security fence installations.** All new and existing electric security fence installations shall be equipped with the following features:

1. An approved manual disconnect shall be provided that will interrupt the power supply to the fence. The manual disconnect means shall be located at an approved and accessible location. It shall be secured by an approved locking device that is keyed to the Memphis Fire Department's specifications.
2. The manual disconnect means shall clearly indicate the fence power status.
3. Signage shall be provided at the manual disconnect that indicates "Fence Power Emergency Bypass" in red letters at least 1" high on a white background. Based on the installation, additional signs may be required at additional points to clearly indicate the location of the manual disconnect means.

## **Chapter 6 Building Services and Systems**

**No Amendments**

## **Chapter 7 Fire-Resistance-Rated Construction**

**No Amendments**

## **Chapter 8 Interior Finish, Decorative Material and Furnishings**

**806.1.1 Restricted occupancies** is amended to add the letter "B," following the letter "A". This section is further amended to delete the first exception and substitute in lieu thereof the following:

1. Where protected in a manner approved by the *fire code official*.

**Section 806 Decorative vegetation in new and existing buildings** is amended to add the following new sub-section:

**806.5 Restricted occupancies.** Combustible decorative materials such as, but not limited to, cotton batting, vegetation, moss, straw, hay, vines, split bamboo, leaves and similar material shall not be used in Group A, B, E, I-1, I-2, I-3, I-4, M, R-1, R-2, R-4 occupancies.

## **Chapter 9 Fire Protection Systems**

**901.2 Construction documents** is amended to add the following new sub-sections:

**901.2.2 Fire sprinkler plans submittal.** Plans for the installation of sprinkler systems shall be submitted to the Fire Prevention Bureau and approved prior to installation of any new system and on all existing systems where 10 or more sprinkler heads are added or when calculations for the system must be revised.

**901.2.3 Fire alarm plans submittal.** Plans for the installation of fire alarm systems shall be submitted to the Fire Prevention Bureau and approved prior to installation of any new system and for any alterations to existing systems where devices are added or removed.

**901.2.4 All other fire protection system plans.** Any plans for the installation of fire protection systems shall be submitted to the Fire Prevention Bureau and approved prior to installation.

**903.3.5 Water supplies** is amended to add the following words at the end of the second sentence following the word “Code”:

“and Memphis Light, Gas, and Water requirements.”

**903.4 Sprinkler system supervision and alarms** is amended to add the following sentence at the end of the section following the word “unit”:

“These valves shall also be mechanically locked in the normal position.”

**Section 903.4** is further amended to add Exceptions 9 and 10 at the end of the section:

9. Existing systems that have not been extended, modified or previously electrically supervised may be mechanically locked in the normal position.
10. In private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electrically supervised or locked in the normal position.

**903.4.1 Monitoring** is amended to add the following new sub-section:

**903.4.1.1** Where monitoring of an automatic sprinkler system is required in this jurisdiction, it shall be by an approved central station and shall be in accordance with the requirements of Fire Alarm Systems for Central Station Service as described in NFPA 72. The method of retransmission of signals shall be approved by the Fire Communications Bureau.

**903.4.3** is amended to delete the words “high-rise buildings” at the end of the section and replace therewith the following words: “all buildings two (2) or more stories in height.” This section is further amended to add the following exceptions at the end of the section:

- Exceptions:
1. Buildings equipped with an approved 13R sprinkler system that are not equipped with a standpipe system.
  2. Buildings equipped with an approved 13D sprinkler system.

**904.13 Commercial cooking systems** is amended to insert the following sentences before the first sentence of this section following the section title word “systems”:

“Commercial cooking systems shall include all cooking operations except those conducted in one- and two-family dwelling units. One- and two-family dwellings being used as group homes shall be required to install a suppression system unless otherwise approved by the fire official. Domestic cooking equipment and related exhaust systems/hoods regulated by this section may be protected by an automatic fire extinguishing system of a type recognized for their protection.”

**904.13.5.3 Fusible link and sprinkler head replacement** is amended to insert the following words in the first sentence following the words “Fusible links”:

“shall be replaced semi-annually”

**905.2 Installation standard** is amended to add the following sentence at the end of the section following the words “Section 912”:

“Where required, standpipe systems shall be of the wet, automatic dry, or semiautomatic dry types, unless specifically allowed elsewhere in this code.”

**905.3 Required installations** is amended to delete the number “905.3.8” in the first sentence and substitute in lieu thereof the number “905.3.9.”

**Section 905.3** is further amended to add the following new sub-section:

**905.3.9 Other buildings.** Buildings 50 feet or more in height, except those with a roof slope greater than 4:12 that do not require a wet standpipe shall be provided with a dry standpipe. The standpipe shall provide coverage for all areas of the building including the roof. The standpipe need not have an automatic water supply and shall be located so that hose lays do not exceed 250 feet. Access to the roof and the standpipe shall be provided. Each standpipe shall be capable of providing 500 gallons per minute at the top most outlet when supplied by fire department equipment. Signage shall be provided on each standpipe indicating that it is a dry standpipe with no automatic water supply.

**905.3.1 Height** is amended to add the following sentence after the words “parking garages” in Exception 3:

“Class I manual standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.”

**905.3.2 Group A** is amended to delete the second exception in its entirety without substitution.

**905.3.5 Underground buildings** is amended to delete the words “or manual wet” in the first sentence without substitution.

**907.2.5 Group H** is amended to delete the letter and number “H-5” in the first sentence and replace with the letter “H.”

**907.5.2.3 Visible alarms** is amended to delete the first exception in its entirety without substitution.

**907.6 Installation and monitoring** is amended to delete the number “907.6.6.3” in the first sentence and substitute in lieu thereof the number “907.6.6.5.”

**907.6.6 Monitoring** is amended to add the following new sub-sections:

**907.6.6.4 Monitoring requirements.** Where monitoring of a fire alarm system is required in this jurisdiction, it shall be by an approved central station and shall be in accordance with the requirements of Fire Alarm Systems for Central Station Service as described in NFPA 72. The method of retransmission of signals shall be approved by the Fire Communications Bureau.

**907.6.6.5 Runner service.** A runner or technician, as defined by NFPA 72, must be dispatched to the protected premises to arrive within 1 hour after receipt of a signal, when required to respond.

**910.4 Mechanical smoke removal systems** is amended to delete the number “910.4.7” in the first sentence and substitute in lieu thereof the number “910.4.8.”

**910.4 Mechanical smoke removal systems** is further amended to add the following new sub-section:

**910.4.8 Mechanical smoke removal systems plans submittal.** Plans for the installation of all mechanical smoke exhaust systems shall be submitted to the Fire Prevention Bureau and approved prior to installation of any new system and for any alterations to existing systems where components are added or removed.

**910.4.3 System design criteria** is amended to add the following sentence at the end of the section following the word, “minute”:

“Exhaust fans shall be uniformly spaced within the building and the maximum distance between fans shall not be greater than 100 feet (30,480 mm), unless approved by the *fire code official*.”

**910.4.3.1 Makeup air** is amended to add the following sentence at the end of the section following the word, “exhaust”:

“Overhead doors shall not be used as required makeup air inlets.”

**910.4.5 Manual control location** is amended to add the following sentences at the end of the section following the word, “both”:

“The mechanical smoke removal system fire department control panel shall be in an approved location. The control panel may be located at an exterior location approved by the *fire code official*. The location and the control panel shall be clearly identified. Automatic sprinkler protection shall be provided in the control panel room.”

**910.4.7 Controls** is amended to add the following sentence at the end of the section following the word, “system”:

“Controls shall be designed for selective control of no more than 3 smoke removal units. Fans grouped on a single switch shall be in the same fire area.”

**Section 912.2 Location** is amended to add the following new sub-section:

**912.2.3 Proximity to fire hydrants.** Fire department connections shall be located not more than 100 feet from an approved fire hydrant.

**913.4 Valve supervision** is amended to delete the entire section and substitute in lieu thereof the following:

**913.4 Valve supervision.** Where provided, all valves which effect the proper operation of the fire pump, shall be supervised by approved central-station signaling service and be locked in the normal position.

**Exception:** In private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electrically supervised or locked in the normal position.

**914.3.2 Secondary water supplies** is amended to add the following words to the end of the last sentence following “NFPA 13”:

“; however, this supply need not exceed 10,000 gallons in capacity unless required by the *fire code official*.”

## **Chapter 10 Means of Egress**

**1001.1 General** is amended to add the following new sub-section:

**1001.3 Other standards.** When this code does not contain requirements relative to a specific means of egress system, NFPA 101 may be used as an accepted engineering practice standard as approved by the *fire code official*.



**1008.2 Illumination required** is amended to add the following at the end of Exception 2 following the letter “A”:

“and Group S (Sprinklered).”

**1032 Maintenance of the means of egress** is amended to add the following new sub-section:

**1032.11 Overcrowding.** The number of occupants of any building or portion thereof shall not be permitted to exceed the allowed or posted capacity, determined in accordance with the building code.

**Chapter 11  
Construction Requirements for Existing Building**

**No amendments**

**Chapter 12  
Energy Systems**

**No amendments**

**Chapters 13 through 19  
Reserved**

**No amendments**

**Chapter 20  
Aviation Facilities**

**No amendments**

**Chapter 21  
Dry Cleaning**

**No amendments**

**Chapter 22  
Combustible Dust-Producing Operations**

**No Amendments**

**Chapter 23**  
**Motor Fuel-Dispensing Facilities and Repair Garages**

**No Amendments**

**Chapter 24**  
**Flammable Finishes**

**No amendments**

**Chapter 25**  
**Fruit and Crop Ripening**

**No Amendments**

**Chapter 26**  
**Fumigation and Insecticidal Fogging**

**No Amendments**

**Chapter 27**  
**Semiconductor Fabrication Facilities**

**No Amendments**

**Chapter 28**  
**Lumber Yards and Woodworking Facilities**

**No Amendments**

**Chapter 29**  
**Manufacture of Organic Coatings**

2909.4.2 Spills is amended by deleting the words "or by burning in the open at an approved detached location" without substitution.

**Chapter 30**  
**Industrial Ovens**

**No Amendments**

**Chapter 31**  
**Tents and Other Membrane Structures**

**3103.2 Approval required** is amended to delete the second exception and substitute in lieu thereof the following:

2. Funeral tents and curtains or extensions attached thereto, when used for funeral services.

**3104.2 Flame propagation performance treatment** is amended to add the following sentence at the end of the section following the word, "permit":

"The flame propagation performance treatment requirements shall also apply to tents or air-supported structures that do not require permits and are used for public gatherings."

**3107.12.5 Cooking tents** is amended to add the words "unless approved by the *fire code official*" at the end of the section following the numbers and letters "20 feet (6096 mm)."

**3107.12.6 Outdoor cooking** is amended to add the words "unless approved by the *fire code official*" at the end of the section following the word "structure."

**Chapter 32**  
**High-Piled Combustible Storage**

**3206.7.6 Door size and type** is amended to add the following exception:

**Exception:** Roll up doors shall be allowed to be considered for use as fire fighter access doors provided provisions are made for the doors to unlock upon activation of the water flow alarm.

**Chapter 33**  
**Fire Safety During Construction and Demolition**

**3314.3 Detailed requirements** is amended to add the following sentence at the end of the exception following the word "materials":

"The type of standpipe permitted shall be approved by the *fire code official*."

**Chapter 34**  
**Tire Rebuilding and Tire Storage**

**No Amendments**

**No Amendments**

**Chapter 35**  
**Welding and Other Hot Work**

**No Amendments**

**Chapter 36**  
**Marinas**

**No Amendments**

**Chapter 37**  
**Combustible Fibers**

**No Amendments**

**Chapter 38**  
**Higher Education Laboratories**

**No Amendments**

**Chapter 39**  
**Processing and Extraction Facilities**

**No Amendments**

**Chapter 40**  
**Storage of Distilled Spirits and Wines**

**No Amendments**

**Chapters 41 through 49**  
**Reserved**

**No Amendments**

**Chapter 50**  
**Hazardous Materials – General Provisions**

**No Amendments**

**Chapter 51**  
**Aerosols**

**Chapter 52  
Reserved**

**No Amendments**

**Chapter 53  
Compressed Gases**

**No Amendments**

**Chapter 54  
Corrosive Materials**

**No Amendments**

**Chapter 55  
Cryogenic Fluids**

**No Amendments**

**Chapter 56  
Explosives and Fireworks**

**No Amendments**

**Chapter 57  
Flammable and Combustible Liquids**

**5704.1 General** is amended to add the following new sub-section:

**5704.1.1 Unauthorized storage.** It shall be illegal to store or keep gasoline powered equipment such as motor vehicles, motorcycles, scooters, lawn equipment, generators, power washers, or equipment associated with the construction trades in any structure, facility, building, suite, or room unless the structure, facility, building, suite, or room is approved for such use. This restriction does not apply to items displayed for sale with no gasoline in the attached tank.

**5703.5 Labeling and signage** is amended to add the words “or combustible” following the word “flammable” in the first sentence.

**5704.2.9.6.1 Locations where above-ground tanks are prohibited** is amended to delete the words “limits established by law as the limits of districts in which such storage is prohibited [jurisdiction to specify]” in the first sentence and substitute in lieu thereof the words “fire district.”

**5704.3.3 Indoor storage** is amended to add the following exception:

3. The storage of flammable and combustible liquids in plastic containers shall comply with this chapter as well as applicable sections of NFPA 30. Secondary containment for the storage of flammable and combustible liquids in plastic containers shall comply with Factory Mutual Data sheet 7-29.

**5706.2.4.4 Locations where above-ground tanks are prohibited** is amended to delete the words “limits established by law as the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY]” in the first sentence and substitute in lieu thereof the words “fire district”.

**Chapter 58**  
**Flammable Gases and Flammable Cryogenic Fluids**

**5806.2 Limitations** is amended to delete the words “limits established by law as the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY]” in the first sentence and substitute in lieu thereof the words “fire district.”

**Chapter 59**  
**Flammable Solids**

**No Amendments**

**Chapter 60**  
**Highly Toxic and Toxic Materials**

**No Amendments**

**Chapter 61**  
**Liquefied Petroleum Gases**

**6103.2.1 Portable containers** is amended to add the following new sub-section:

**6103.2.1.8 Flame effects before a proximate audience.** The use of LP gas as part of a flame effect before a proximate audience shall comply with this chapter and NFPA 160 and shall be approved by the *fire code official*.

**6104.2 Maximum capacity within established limits** is amended to delete the words “limits established by law restricting” in the first sentence and substitute in lieu thereof the words “fire district.”

**6104.2** is further amended to delete the words “[JURISDICTION TO SPECIFY]” in the first sentence without replacement.

**6107 Safety Precautions and Devices** is amended to add the following new sub-section:

**6107.5 Storage and Transport.** Portable LP-gas containers shall be maintained in the upright position relative to the relief valve during storage and transport.

**Chapter 62  
Organic Peroxides**

**No Amendments**

**Chapter 63  
Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids**

**No Amendments**

**Chapter 64  
Pyrophoric Materials**

**No Amendments**

**Chapter 65  
Pyroxylin (Cellulose Nitrate) Plastics**

**No Amendments**

**Chapter 66  
Unstable (Reactive) Materials**

**No Amendments**

**Chapter 67  
Water-Reactive Solids and Liquids**

**No Amendments**

**Chapters 68 through 79  
Reserved**

**No Amendments**

## Chapter 80 Referenced Standards

Chapter 80 Referenced Standards is amended by deleting and adding the following corresponding standards and publications:

### DELETE

#### NFPA Standards

02—19 Hydrogen Technologies Code .....	1206.3, 1206.4, 2309.1, 2309.3.1.1, 2309.3.1.2, 2309.4, 2309.6, 2311.8, 2311.8.2, 2311.8.10, 2311.8.11, 5301.1, 5801.1
10—21 Portable Fire Extinguishers .....	Table 901.6.1, 906.2, Table 906.3(1), Table 906.3(2), 906.3.2, 906.3.4, 3006.3
11—16 Low-, Medium- and High-expansion Foam .....	904.7, 5704.2.9.2.2
17—20 Dry Chemical Extinguishing Systems .....	Table 901.6.1, 904.6, 904.13
17A—20 Wet Chemical Extinguishing Systems .....	Table 901.6.1, 904.5, 904.13
32—16 Drycleaning Facilities.....	2107.1, 2107.3
33—18 Spray Application Using Flammable or Combustible Materials.....	2403.3.3
34—18 Dipping, Coating and Printing Processes Using Flammable or Combustible Liquids.....	2405.3, 2405.4.1.1
35—16 Manufacture of Organic Coatings.....	2901.3, 2905.4
55—19 Compressed Gases and Cryogenic Fluids Code.....	3508.1, 5301.1, 5307.4.2, 5501.1, 5801.1, 6301.1
68—13 Explosion Protection by Deflagration Venting.....	911.1, 911.4, Table 2205.1
76—16 Fire Protection of Telecommunications Facilities.....	1207.1.2.1, 1207.2.1, 1207.3.1, 1207.3.7.1, 1207.4.1, 1207.5.1, 1207.5.2, 1207.5.3, 1207.5.5, Table 1207.6, 1207.6.2.3, Table 1207.7
77—14 Static Electricity.....	Table 2205.1
92—18 Smoke Control Systems.....	909.7, 909.8
96—20 Ventilation Control and Fire Protection of Commercial Cooking Operations...	606.2, 904.13
170—18 Standard for Fire Safety and Emergency Symbols .....	1025.2.6.1
204—18 Smoke and Heat Venting.....	Table 901.6.1, 910.5.1, 910.5.2
704—17 Standard System for Identification of the Hazards of Materials for Emergency Response	202, 608.8, 5003.2.2.2, 5003.5, 5003.10.2, 5005.1.10, 5005.1.12, 5005.2.1.1, 5005.4.4, 5503.4.1, 5704.2.3.2
780—17 Installation of Lightning Protection Systems.....	4003.4

### ADD

#### NFPA Standards

02—20 Hydrogen Technologies Code .....	1206.3, 1206.4, 2309.1, 2309.3.1.1, 2309.3.1.2, 2309.4, 2309.6, 2311.8, 2311.8.2, 2311.8.10, 2311.8.11, 5301.1, 5801.1
10—18 Portable Fire Extinguishers .....	Table 901.6.1, 906.2, Table 906.3(1), Table 906.3(2), 906.3.2, 906.3.4, 3006.3
11—21 Low-, Medium- and High-expansion Foam .....	904.7, 5704.2.9.2.2
17—21 Dry Chemical Extinguishing Systems .....	Table 901.6.1, 904.6, 904.13
17A—21 Wet Chemical Extinguishing Systems .....	Table 901.6.1, 904.5, 904.13
32—21 Drycleaning Facilities.....	2107.1, 2107.3
33—21 Spray Application Using Flammable or Combustible Materials.....	2403.3.3



<b>34—21 Dipping, Coating and Printing Processes Using Flammable or Combustible Liquids</b> .....	2405.3, 2405.4.1.1
<b>35—21 Manufacture of Organic Coatings</b> .....	2901.3, 2905.4
<b>55—20 Compressed Gases and Cryogenic Fluids Code</b> .....	3508.1, 5301.1, 5307.4.2, 5501.1, 5801.1, 6301.1
<b>68—18 Explosion Protection by Deflagration Venting</b> .....	911.1, 911.4, Table 2205.1
<b>76—20 Fire Protection of Telecommunications Facilities</b> .....	1207.1.2.1, 1207.2.1, 1207.3.1, 1207.3.7.1, 1207.4.1, 1207.5.1, 1207.5.2, 1207.5.3, 1207.5.5, Table 1207.6, 1207.6.2.3, Table 1207.7
<b>77—19 Static Electricity</b> .....	Table 2205.1
<b>92—21 Smoke Control Systems</b> .....	909.7, 909.8
<b>96—21 Ventilation Control and Fire Protection of Commercial Cooking Operations</b> ..	319.8.2, 606.2, 904.13
<b>170—21 Standard for Fire Safety and Emergency Symbols</b> .....	1025.2.6.1
<b>204—21 Smoke and Heat Venting</b> .....	Table 901.6.1, 910.5.1, 910.5.2
<b>704—22 Standard System for Identification of the Hazards of Materials for Emergency Response</b>	202, 608.8, 5003.2.2.2, 5003.5, 5003.10.2, 5005.1.10, 5005.1.12, 5005.2.1.1, 5005.4.4, 5503.4.1, 5704.2.3.2
<b>780—20 Installation of Lightning Protection Systems</b> .....	4003.4

**FM Global Data Sheets**

**7-29 Ignitable Liquid Storage in Portable Containers**, (current edition) – Sections that relate to requirements for flammable and combustible liquids in plastic containers only

**American Petroleum Institute**

**API Recommended Practice 2201, Safe Hot Tapping Practices in the Petroleum and Petrochemical Industries** (current edition)

**Appendix B  
Fire-Flow Requirements for Buildings**

**B103.2 Increases** is amended to insert the following words at the end of the first sentence following the word “conflagrations”:

“, present a special hazard use, or include the protection of a special hazard commodity.”

**Section B105 Fire-flow Requirements for Buildings** is amended to delete sub-sections B105.1, B105.2, Table B105.1(1) and Table B105.2 and substitute in lieu thereof the following new sub-sections:

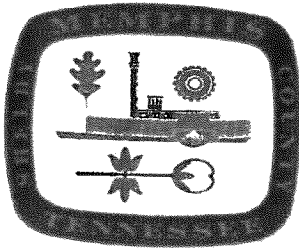
**B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.**  
The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.1(2).

**B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.** The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.1(2).

- Exceptions:**
1. A reduction in required fire-flow of up to 30 percent is allowed when the building is provided with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2. A reduction in required fire-flow of up to 40 percent is allowed when the building is provided with an *approved ESFR sprinkler system* installed in accordance with this code and NFPA 13. A reduction in required fire-flow which exceeds the percentages listed above must be specifically approved by the *fire code official*. No reductions in required fire-flows are allowed for occupancies located within congested valve districts (including the fire district as defined in the International Building Code) or Group H occupancies unless specifically approved by the *fire code official*.
  2. Buildings subjected to the plan of services relative to Annexation Area #01-50, which are provided with an *approved ESFR sprinkler system* installed in accordance with this code and NFPA 13, may have limited fire-flow requirements commensurate to that available from the public water supply. Limitations are not applicable for occupancies located within congested valve districts (including the fire district as defined in the International Building Code) or Group H occupancies unless specifically approved by the *fire code official*.

**(c) BE IT FURTHER ORDAINED,** That the provisions of this ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void by a court of competent jurisdiction the remainder of this ordinance shall continue in full force and effect.

**d) BE IT FURTHER ORDAINED,** That this Ordinance shall take effect on December 31, 2021, after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.



## Memphis City Council Summary Sheet

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

This item is an ordinance to amend permit fees associated with the adoption of the 2021 International Fire Code (with local amendments) to reflect the change in the code editions.

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

The resolution is requested by Fire Services to update the current fee schedule in direct relation to the Fire Code in conjunction with the body of codes being adopted by the Memphis and Shelby County Office of Construction Code Enforcement and the Shelby County Fire Department. It also complies with TCA 68-120-101 (b)(5)(A).

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

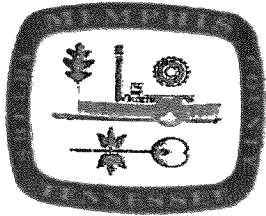
This ordinance is a change to existing Ordinance No. 5700.

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

Not applicable.

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

This ordinance will require neither an expenditure of funds nor a budget amendment.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 9-40, CODE OF ORDINANCES, CITY OF MEMPHIS, , SO AS TO ADJUST INSPECTION FEE SCHEDULES TO REFLECT CHANGES RELATIVE TO THE ADOPTION OF THE 2021 EDITION OF THE INTERNATIONAL CODE COUNCIL INTERNATIONAL FIRE CODE INCLUDING CERTAIN APPENDICES IN THAT CODE, AND OTHER LOCAL AMENDMENTS.

**WHEREAS**, the Memphis City Council desires to adopt and maintain a comprehensive set of coordinated technical codes specifically related to fire prevention and to update those codes to assure the use of safe and effective fire protection measures in the construction and maintenance of commercial and residential buildings and structures within the Memphis community; and

**WHEREAS**, it has been determined that it is necessary and prudent to adopt newer code editions covering these important public safety requirements related to fire prevention and control which have previously been covered by regulations in the now obsolete 2015 edition of the *ICC International Fire Code*; and

**WHEREAS**, certain provisions of the 2021 Edition of the *ICC International Fire Code*, when adopted by the Council require adjustment to the related fee schedule for permit applications associated with mobile food preparation vehicles; and

**WHEREAS**, the Director of Fire Services has the responsibility to establish fees for this service and wishes to have the concurrence of the City Council in this matter.

**NOW, THEREFORE BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL,**

**(a)** That Section 9-40-4 is hereby amended to read as follows:

Fees, charges and permits are hereinafter set out as follows, and shall apply to any applicant, owner, operation, licensee or corporation, as defined in this chapter:

A. *Original inspections.* Original inspection for occupancies which require fire department approval for state licensing, including but not limited to:

Day care centers	\$ 75.00
Adult day care centers	\$ 75.00
Residential board and care homes	\$ 75.00
Day treatment centers	\$ 75.00

Institutional occupancies	\$ 100.00
Alcohol and drug care centers	\$ 75.00

**B. Yearly inspections. Annual re-inspection for occupancies which require fire department for state licensing, including but not limited to:**

Day care centers	\$ 50.00
Adult day care centers	\$ 50.00
Residential board and care homes	\$ 50.00
Day treatment centers	\$ 50.00
Institutional occupancies	\$ 100.00
Alcohol and drug care centers	\$ 50.00

**C. Plans review for new installations. Following fees including plans review and two approval inspections for new installations.**

Fire pump installation	\$ 25.00
Plus per 250 gpm	\$ 50.00
Fire suppression system (hood and duct system)	\$ 100.00
Smoke and heat detection system	\$ 100.00
Standpipe system	\$ 100.00
Sprinkler system (each system)	\$ 100.00
Dry/wet chemical system	\$ 100.00
Carbon dioxide system	\$ 100.00
Foam system	\$ 100.00
Fire alarm system:	
a. 1—5 stories	\$ 100.00
b. 6 plus stories	\$ 150.00
Transmitter installation for purpose of supervising a fire protection system	\$ 50.00
Point of connection to fire alarm by central station to monitoring system	\$ 50.00
Private fire hydrant installation	\$ 50.00
Each additional fire hydrant	\$ 25.00
Flammable liquid storage room	\$ 75.00
Flammable liquid storage building	\$ 100.00
Hazardous chemical storage room	\$ 75.00

Hazardous chemical storage building	\$ 100.00
Paint spray booth	\$ 50.00
Paint spray room/area	\$ 100.00
Installation of inside/outside above ground flammable/combustible liquid storage tank	\$ 100.00
Installation of inside/outside above ground hazardous chemical storage tank	\$ 100.00
Liquid petroleum storage tank (120 gallons +)	\$ 100.00
Cryogenic storage tank	\$ 100.00

D. *Plans review for alterations.* Fees include plans review and two approval inspections.

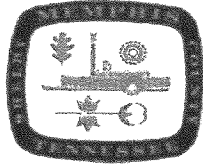
Fire suppression system (hood and duct system)	\$ 50.00
Smoke and heat detection system	\$ 100.00
Halon system	\$ 50.00
Dry/wet chemical system	\$ 50.00
Carbon dioxide system	\$ 50.00
Foam system	\$ 50.00
Sprinkler system (10+ heads)	\$ 50.00
Fire alarm system:	
a. 1—5 stories	\$ 50.00
b. 6 plus stories	\$ 75.00
Flammable liquid storage room	\$ 75.00
Flammable liquid storage building	\$ 100.00
Hazardous chemical storage room	\$ 75.00
Hazardous chemical storage building	\$ 100.00
Paint spray booth	\$ 50.00
Paint spray room area	\$ 100.00
Installation of inside/outside above ground flammable/combustible liquid storage tank	\$ 100.00
Installation of inside/outside above ground hazardous chemical storage tank	\$ 100.00
Liquid petroleum storage tank (120 gallons +)	\$ 100.00
Cryogenic storage tank	\$ 100.00

E. *Miscellaneous permits and fees.*

Fireworks, pyrotechnic, or flame effect display (Standby firefighter requires additional cost)	\$ 25.00
Tent inspection (over 400 square feet)	\$ 25.00
Cutting and welding	\$ 25.00
Flammable and combustible liquid underground tank test	\$ 50.00
Flammable and combustible liquid line test	\$ 50.00
Flammable and combustible liquid tank removal	\$ 50.00
Use, handle or store explosives	\$ 50.00
Mobile Food Preparation Vehicle (annual)	\$ 50.00
901 fire report	\$ 10.00
Fire investigation report	\$ 25.00
Fire inspection report:	
a. First page	\$ 10.00
b. Each additional page	\$ 1.00
Fire inspection required by alcohol commission	\$ 50.00
Fire inspection photos (per each photo)	\$ 10.00
Permit for approved, controlled, open burning	\$ 50.00
Inspection requested for insurance (charge per hour or similar purpose)	\$ 25.00
High piled combustible storage, exceeding 500 square feet (for compliance with chapter 32, International Fire Code)	\$ 100.00

(b) **BE IT FURTHER ORDAINED**, That the provisions of this ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void by a court of competent jurisdiction the remainder of this ordinance shall continue in full force and effect.

(c) **BE IT FURTHER ORDAINED**, That this Ordinance shall take effect on December 31, 2021, after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.



## Memphis City Council Summary Sheet

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

A resolution adopting Shelby County Hazardous Mitigation Plan.

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

Fire Services at the request of Shelby County

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

No Change

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

This will impact all council and super districts.

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

This does not require a new contract or amendment to an existing contract.

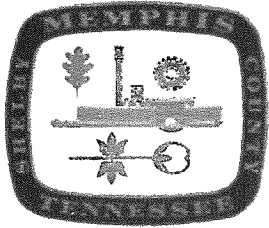
**6. State whether this requires an expenditure of funds/requires a budget amendment**

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

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A





## **RESOLUTION-FIRE SERVICES**

### **A RESOLUTION ADOPTING SHELBY COUNTY HAZARDS MITIGATION PLAN.**

**WHEREAS**, the City of Memphis, Tennessee recognizes the potential threat that natural and technological hazards pose to persons and property; and

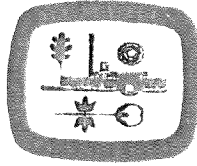
**WHEREAS**, the act of undertaking hazards mitigation actions prior to disaster occurrence will reduce the potential for personal harm and the destruction of property, thereby saving taxpayer dollars; and

**WHEREAS**, the adoption of a hazards mitigation plan is required as a condition of receiving future grant funding for mitigation projects; and

**WHEREAS**, the City of Memphis participated in the planning process with other units of local government within Shelby County to prepare the Hazards Mitigation Plan;

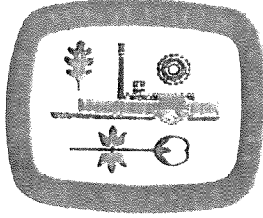
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis, Tennessee, that the City of Memphis hereby adopts the Shelby County Hazards Mitigation Plan as an official plan.

**BE IT FURTHER RESOLVED** that the Council of the City of Memphis authorizes the Shelby County Office of Preparedness Emergency Management Agency, on behalf of the City of Memphis as well as other municipalities located within Shelby County, to submit the adopted Hazards Mitigation Plan to Federal Emergency Management Agency officials for final review and approval.



## Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**  
Resolution to enter a management agreement with Oasis of Hope, Inc. to operate and program the Bickford Community Center.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**  
Parks & Neighborhoods 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.**  
The Bickford Community Center is located in Council District 7, Super District 8.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**  
This action would require a new contract.
- 6. State whether this requires an expenditure of funds/requires a budget amendment**  
This agreement does not require an expenditure of funds, as there is not a management fee in the agreement.
- 7. If applicable, please list the MWBE goal and any additional information needed**  
MWBE goal is not applicable.



***Resolution approving a Management Agreement  
between the City of Memphis through its Division of Parks and  
Neighborhoods and Oasis of Hope, Inc., to manage, operate and  
program the Bickford Community Center.***

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, owns the Bickford Community Center located at 233 Henry Avenue, Memphis, TN 38107; and

**WHEREAS**, Oasis of Hope, Inc., a 501(c)3 non-profit corporation recognized by the City of Memphis as an official Community Based Development Organization, has demonstrated the expertise and desire to offer enrichment, health, social and recreational services and programs in this community; and

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, desires to enter a management agreement with Oasis of Hope Inc., for the purpose of programming and operating the Bickford Community Center for an initial term of five (5) years, with the option to extend for two (2) additional five (5) year periods; and

**WHEREAS**, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the Council of the City of Memphis to approve all Management and Operating Agreements for Parks facilities; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that this Management Agreement between the City of Memphis and Oasis of Hope, Inc., for management, operations and programming of the Bickford Community Center, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial and other stipulated criteria as to both parties in the approved Agreement.



JIM STRICKLAND  
MAYOR

DIVISION OF PARKS & NEIGHBORHOODS  
NICK WALKER

From: Nick Walker, Director, Parks and Neighborhoods Division

To: Jim Strickland, Mayor

Via: Doug McGowen, Chief Operating Officer

DATE: May 26, 2021

SUBJECT: Oasis of Hope re: Management Agreement for the Bickford Community Center

DocuSigned by:  
*Nick Walker* 07/29/2021  
D6C219091023402

**1. Statement of Opportunity**

The Division of Parks and Neighborhoods (DPN) desires to enter a management agreement with Oasis of Hope to operate and program the Bickford Community Center.

**2. Prior Parks & Neighborhoods Action**

Oasis of Hope has offered complimentary programming at the Bickford Community Center alongside DPN operations.

**3. EBO Participation**

Negotiated contract, no MWBE availability.

**4. COO Action**

The COO is requested to ask the Mayor to approve this contract.

DocuSigned by:

Reviewed by OBDC

Approved by OBDC

*John Murry*

Date

7/21/2021



JIM STRICKLAND  
MAYOR

DIVISION OF PARKS & NEIGHBORHOODS  
NICK WALKER

From: Nick Walker, Director, Parks and Neighborhoods Division  
To: Tim Boyles, Purchasing Agent  
DATE: June 22, 2021  
SUBJECT: Oasis of Hope Management Agreement Re: Bickford Community Center

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The Parks and Neighborhoods Division (PND) has held an arrangement with Oasis of Hope to offer programming in the Bickford Community Center for several years. Oasis of Hope has made an official request to operate the Bickford Community Center, integrating their mission with our core services.

Given the expertise they have exhibited, relationships they have established in the community and the cost avoidance potential for the City, Parks and Neighborhoods recommends that we move forward with a contractual agreement for a term of five (5) years, with two (2) mutual renewal options at the same length of time. There is no compensation or management fee associated with this agreement.

Thanks,

Nick Walker

PURCHASING APPROVED  
6/22/2021

This is basically a donated service by Oasis,  
and would not be considered a "biddable"  
service.

*Tim B 6/22/2021*

**City of Memphis** BID AND CONTRACT AGENDA SHEET

**FY 21**

1. Division: Parke and Neighborhoods Date: 6.24.21  
 Division Contact Person: Cleo Griffin Phone #: 901 636 6243  
 Print Name: \_\_\_\_\_

2. Contractor: Oasis of Hope, Inc. Address: 8500 Walnut Grove Rd  
 City/State/ Zip Code: Cordova, TN 38018

Contractor's Contact Name: Terry Hoff Contractor's Email Address: trh@oasisofhope.com

3. BID REJECTION:  
 For purchase/construction of \_\_\_\_\_  
 Explanation of rejection \_\_\_\_\_  
 Request to Re-advertise \_\_\_\_\_

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # \_\_\_\_\_ Vendor # \_\_\_\_\_  
 Check Box: Low  Best  Only  Negotiated

Contract Amount: \$0  
 Purpose: Oasis of Hope to operate and program the Rickford Community Center  
 Special Instructions: \_\_\_\_\_

\*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# \_\_\_\_\_  
 For: \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_

6. Submit Invoices to:  
 Dept. Contact Person: Cleo Griffin Address: 2599 Avery Ave  
 City/State/Zip Code: Memphis, TN 38112

<input type="checkbox"/>	Extension	Original Contract Amount	Final Payment Due: \$
<input type="checkbox"/>	Change Order	Previous C. O. Total	
<input type="checkbox"/>	Canceled Contract	Prev. Amend./Encum. Totl	Retainage: \$
<input type="checkbox"/>	Transfer to PO	C. O. # _____ Attached	
<input type="checkbox"/>	Amendment	Encumbrance Amount	
<input type="checkbox"/>	Encumber		
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	<u>\$0.00</u>

**COST & SOURCE OF FUNDS**

Type	Line #	Fund	Serv. Cb	Account #	Project #	Task #	Award #	Amount
(1)								
(2)								
(3)								
(4)								
(5)								
(6)								

Approved by Division Attached  Other Attachments

CHECKED & APPROVED BY: Cleo Griffin 6/24/2021 Service Center Approval Date  
Nick Deller 6/25/2021 Division Director Date

[Signature] 7/21/2021 Director, OBDC Approval Date  
 Chief Administrative Officer Date

City Engineer Date Contract Analyst-Print Purchasing Agent or CPO Date

FUNDING/PURCHASING APPROVAL  
 Funds are available  
 Funds to be appropriated/assigned

**MANAGEMENT AGREEMENT BETWEEN THE CITY OF MEMPHIS AND OASIS OF HOPE**

**PARTIES TO THE AGREEMENT.** This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Oasis of Hope, Inc. ("Oasis of Hope") and the City of Memphis, a municipal corporation of the State of Tennessee ("City").

**RECITALS**

**WHEREAS**, the City, by and through its Division of Park Services owns and operates twenty-eight (28) community centers; and

**WHEREAS**, these facilities provide a vital purpose within the communities they serve by providing recreational and social opportunities for youth, adults, and seniors; and

**WHEREAS**, Oasis of Hope has the knowledge, expertise and desire to provide such services as further described in Exhibit A attached hereto and incorporated herein by reference ("Scope of Work"); and

**WHEREAS**, Oasis of Hope offers programming at the Bickford Community Center as further described in Exhibit B attached hereto and incorporated herein by reference ("Community Center"); and

**WHEREAS**, the parties desire to enter into an agreement setting forth the terms and conditions under which Oasis of Hope shall provide said services;

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

**SECTION 1 – TERM & CONDITIONS**

**1.01. INITIAL TERM AND RENEWAL PERIOD.** This Agreement shall not be binding upon the parties until it has been signed first by Oasis of Hope and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence \_\_\_\_\_, 2021, and shall end on \_\_\_\_\_, 2026, or until all services herein have been provided to the City ("Initial Term"), subject to the availability and appropriation of funds to finance the same and the successful operation of the program.

The City shall have the option to extend the Initial Term for 2 additional 5-year period(s) (the "Option Periods"), subject to the appropriation of funds by the Memphis City Council and mutual agreement of the parties, evidenced in writing. The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

Eligible costs authorized by the City and incurred after the Initial Term begins, but prior to the execution of this Agreement, shall be paid under this Agreement.

**1.02. TERMINATION.** This Agreement may be terminated with or without cause by either party by providing written notice at least one hundred and twenty (120) days before such termination or within thirty (30) days before such termination for failure to maintain insurance in accordance with Section 5.01. Notwithstanding the foregoing, the parties agree to engage in discussions prior to the tender of such formal written notice in an effort to reasonably determine if the parties can avoid termination.

**1.03. TAX PAYMENTS.** The City of Memphis is exempt from federal excise, state and local taxes on all purchases and upon request will issue tax exemption certificates to Oasis of Hope. Oasis of Hope shall be solely responsible and liable for any taxes and business license fees assessed or imposed by any government having jurisdiction over the services to be provided herein.

## SECTION 2 – OPERATIONS

**2.01. SERVICES.** In an effort to accommodate and provide activities and services consistent with the mission and vision of the City and the mission of Oasis of Hope, Oasis of Hope agrees to use its reasonable best efforts to provide or make available through third parties approved by the City the following five core services, attached hereto as Exhibit A and incorporated herein by reference, at the Community Center.

- I. Health, Fitness, Wellness Services, and Sports Programs
- II. Educational Development & Training Services
- III. Senior Citizen Support Services
- IV. Cultural Arts and Musical Expression
- V. Character Building and Social Development

**2.02. FACILITY RENTALS.** Oasis of Hope will be responsible for the full and entire operations of the Community Center, which shall include without limitation, all facility rentals. Oasis of Hope will collect and retain all revenues generated by such rentals. The City acknowledges that all facility rentals authorized by Oasis of Hope shall be based on availability.

**2.03. PROGRAM MONITORING.** In an effort to ensure Oasis of Hope's continued maintenance of programs within the scope of Section 2.01, Oasis of Hope shall provide the City



an annual report reflecting the number of participants for each program activity as well as the level of services provided the Community Center.

**2.04. ACCESS.** Oasis of Hope agrees that the Community Center shall be open to the public and during regular hours of operation established by Oasis of Hope that no person shall be denied entry into the Community Center except on the basis of improper behavior, failure to adhere to rules, safety, engaging in illegal activities, or failure to satisfy program participation requirements. The hours of operation are to include six (6) days per week and forty-eight (48) hours per week.

### SECTION 3 – MAINTENANCE

**3.01. MAINTENANCE.** Oasis of Hope shall be responsible for the operation of the Community Center which shall include, without limitation, providing and paying for the following services:

- a. Program Services
- b. Telephone Services
- c. Trash Removal
- d. Pest Control and Termite Services
- e. General Housekeeping
- f. Facility Cleaning
- g. Routine Preventive Maintenance and Repairs
- h. All operating materials and supply costs

**3.02. ROUTINE (MINOR REPAIRS) PREVENTIVE MAINTENANCE AND REPAIRS.** The City represents as of July 1, 2021, all structures, equipment, HVAC, plumbing, roofing and electrical systems shall be in good working condition. Thereafter, Oasis of Hope shall be responsible for Routine Preventive Maintenance and Repairs which shall include, but not be limited to, general incidental repairs, carpentry, replacement of HVAC filters and belts, minor roofing repairs and plumbing, provided that such repairs do not exceed \$10,000 per event. Any such repairs in excess of \$10,000 shall be the obligation of the City, with no deductible to Oasis of Hope.

**3.03. NON-ROUTINE (MAJOR REPAIRS) CAPITAL MAINTENANCE.** The City shall be responsible for all non-routine capital maintenance repairs which shall include, but not be limited to, the repair or replacement of the structure, equipment, roof, boilers, chillers, major fixtures (i.e. toilets, sinks, floors, walls, etc.), HVAC system, plumbing and electrical. In addition to the foregoing, the City shall make any and all repairs necessary to ensure that all Community Center equipment and fixtures shall be in good operating condition prior to the commencement of the Initial Term. In the event of major damage sustained by the Community Center, the City reserves the right to determine in its own discretion if said facility will be fully restored and shall not be deemed in breach of this Agreement should the City determine not to restore said facility.

**3.04. GROUNDS MAINTENANCE.** Grounds Maintenance for the Community Center shall be covered by Oasis of Hope and will include any cutting, trimming, pruning, planting, or removal of debris. The City shall be responsible for maintenance of all outdoor equipment.

**3.05. REPAIRS BY THE CITY.** Upon thirty (30) days written notice to Oasis of Hope, the City reserves the right to make any repairs or undertake any maintenance it deems necessary to preserve the integrity of the Community Center based upon Oasis of Hope's failure to comply with Section 3.02 set forth herein. In the event that the City is required to undertake such action, all resulting costs shall be invoiced to Oasis of Hope for immediate payment.

**3.06. EMERGENCY REPAIRS BY OASIS OF HOPE.** After reasonable notice to the City of an emergency, should the City fail to undertake its repair obligations as set forth herein, Oasis of Hope is hereby authorized to make such repairs or engage the services of a third party to provide such repair service. The parties agree that reasonable notice to the City shall depend upon the nature of the emergency and that Oasis of Hope shall invoice the City for all resulting reasonable costs to Oasis of Hope. Notwithstanding the foregoing, the City shall have no obligation to reimburse Oasis of Hope in the event Oasis of Hope fails to provide notice to the City as required herein.

**3.07. UTILITIES/ALARM SYSTEMS.** Oasis of Hope shall be responsible for the payment and provision of utilities, water, sewer and all utility related costs based on actual use of services by Oasis of Hope. The City shall invoice Oasis of Hope for the payment of such utilities incurred based on such actual usage. Oasis of Hope shall be responsible for payment of fees related to the monitoring of Fire and Security Systems currently installed at the Community Center.

**3.08. SURRENDER OF PREMISES.** Upon the expiration of this Agreement or if terminated sooner, Oasis of Hope shall deliver the Community Center to the City in good condition, reasonable use, wear, and tear accepted.

**3.09. RIGHT OF ENTRY AND QUIET ENJOYMENT.** The City reserves the right to enter the Community Center at reasonable times and upon reasonable notice to Oasis of Hope to make any repairs the City deems necessary. Notwithstanding the foregoing, the City covenants that Oasis of Hope shall peaceably hold and enjoy the Community Center, subject to the terms of this Agreement, provided that Oasis of Hope is not in default hereunder.

**3.10. OWNERSHIP OF THE PROPERTY AND IMPROVEMENTS.** Oasis of Hope agrees that any and all improvements thereto to the Community Center, paid for in whole or in part by Oasis of Hope, shall become the property of the City upon the expiration or termination of this Agreement. Oasis of Hope further acknowledges that the Community Center shall remain the property of the City of Memphis and that Oasis of Hope shall not mortgage or encumber the land. Oasis of Hope shall not install any fixtures or make any substantial alterations or additions in or about the premises of the Community Center without the prior written approval of the City.

#### SECTION 4 – AUDITS AND INSPECTION

**4.01. SITE INSPECTIONS.** The City shall have the right, through its authorized employees or agents, to inspect the Community Center from time to time to determine if it is being operated and maintained in accordance with this Agreement. Upon reasonable notice to Oasis of Hope, the

City will be allowed ready entry and access to the Community Center to conduct such inspections.

**4.02. BOOKS AND RECORDS.** The City reserves the right to inspect and audit the records of Oasis of Hope that specifically relate to Oasis of Hope's performance under this Agreement. Oasis of Hope agrees to make such records open and available for examination during regular business hours by the City or its representatives for the purposes of inspecting, auditing, verifying or copying the same or making extracts therefrom. Oasis of Hope shall make and keep said records for a period of three (3) years after completion of its contractual obligations under this Agreement. In the event any litigation, claim or audit is instituted prior to the expiration of the required retention period, such records shall be retained until such litigation, claim or audit finding has been resolved

Oasis of Hope's activities conducted pursuant to this Agreement shall be subject to monitoring and evaluation by the City, the state, the federal government or their duly appointed agents or employees. Upon reasonable written notice, Oasis of Hope shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter Oasis of Hope's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by Oasis of Hope except for records related to profits and margins. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

**4.03. ACCOUNTING REPORTS.** Oasis of Hope shall provide the City with annual reports on the use and operations of the Community Center. Oasis of Hope shall provide the City with audited annual financial statements of Oasis of Hope, prepared in accordance with GAAP, within nine (9) months following each fiscal year ending February 28, and at the same time each fiscal year thereafter.

## SECTION 5 – INSURANCE

**5.01. INSURANCE.** See insurance requirements attached hereto as Exhibit C and incorporated herein as if stated verbatim within the Agreement.

## SECTION 6 – REPRESENTATIONS AND WARRANTIES

**6.01. ORGANIZATION STATUS AND AUTHORITY.** Oasis of Hope represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by Oasis of Hope has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Oasis of Hope, any provision of any indenture, agreement or other instrument to which Oasis of Hope is a party, or by which Oasis of Hope's respective properties or assets are bound, in conflict with, result in a breach of, or

constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

**6.02. COVENANT AGAINST CONTINGENT FEES.** Oasis of Hope represents that it has not employed or retained any company or person other than a *bona fide* employee working solely for Oasis of Hope, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Oasis of Hope any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision/warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

## SECTION 7 – GENERAL TERMS AND CONDITIONS

**7.01. AMENDMENT.** This Agreement may be modified or amended only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable laws and regulations.

**7.02. ASSIGNMENT, SUBCONTRACTING, or TRANSFER.** Oasis of Hope shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve Oasis of Hope from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of Oasis of Hope's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, the City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Oasis of Hope to replace such subcontractors or perform the services that were being performed by such Oasis of Hope itself if the City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to the City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. The City reserves the right to terminate the Agreement if Oasis of Hope, in whole or in part, is acquired by another entity during the term of this Agreement. In the event Oasis of Hope is allowed to sublet any part of the Agreement, Oasis of Hope shall be as fully responsible to the City for the acts and omissions of the subcontractor and the subcontractor's employees, as Oasis of Hope is responsible for the acts and omissions of Oasis of Hope's own employees.

**ASSIGNS.** See **SUCCESSORS.**

**AUDITS.** See **RECORDS.**

**CITY FACILITIES.** Not Applicable

**CITY LIABILITY.** The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Oasis of Hope providing services herein or for injury to any employee, agent or subcontractor of Oasis of Hope's performing under this Agreement.

**CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF.** If evidence is produced before the final settlement of all or any balances that Oasis of Hope has failed to pay subcontractor, laborers employed on its work, or failed to pay for materials used therein, or if the City has reason to suspect the same, the City may withhold such balances and upon evidence satisfactory to the City as to the amount due for such goods, labor, and materials, the City, acting as the agent of Oasis of Hope, may settle and pay for the same and charge the amounts to Oasis of Hope and deduct the same from the said balance or balances provided Oasis of Hope has reasonable notice and opportunity to respond to any determination.

**COMPANY'S/OASIS OF HOPE'S PERSONNEL.** Oasis of Hope certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all services performed under this Agreement shall be supervised by Oasis of Hope. Oasis of Hope will make its personnel aware of and cause them to comply with the City's policies that have been made known to Oasis of Hope while performing pursuant to this Agreement. Oasis of Hope further represents that all of its employees assigned to perform any services hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of Oasis of Hope who, in the opinion of the City, is incompetent, whose conduct becomes detrimental to the services, or whom the City deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the City's request. Upon such request, Oasis of Hope shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training. Oasis of Hope is responsible for the acts or omissions of its personnel under or relating to this Agreement.

Oasis of Hope shall be solely liable and responsible for providing all employee compensation and benefits to, or on behalf of, all persons performing services pursuant to this Agreement. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of Oasis of Hope. In addition, Oasis of Hope shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any services performed by or on behalf of Oasis of Hope pursuant to this Agreement.

**CONFIDENTIALITY.** Subject to the open records laws of the State of Tennessee, while performing under this Agreement, the parties may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to each other. The parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that has been advised by a party is confidential, privileged or proprietary. Confidential information, as used in

this Agreement, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, or (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this Agreement with respect to such information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this Agreement. A party shall neither use nor disclose such information, except as provided in this Agreement or as required by law, without the prior written permission of affected party.

Subject to the open record laws of the State of Tennessee, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that the affected party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

**CONFLICT OF INTEREST.** Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Oasis of Hope covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and Oasis of Hope covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Oasis of Hope or any agent or representative of Oasis of Hope, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Oasis of Hope warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Oasis of Hope in connection with anything contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

**COUNTERPARTS.** This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

**COVENANT AGAINST CONTINGENT FEES.** Oasis of Hope represents that it has not employed or retained any company or person other than a *bona fide* employee working solely for Oasis of Hope, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Oasis of Hope any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision/warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

**DEBARRED OR SUSPENDED ENTITIES.** By signing this Agreement, Oasis of Hope certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information

changes, Oasis of Hope shall notify the City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

**DESCRIPTION OF SERVICES.** See **SCOPE OF SERVICES.**

**DISPUTE RESOLUTION.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate. Any dispute concerning a question of fact in connection with this Agreement between Oasis of Hope and the City shall be referred in successive order for resolution, first to the City's Purchasing Agent, second to the City's Chief Legal Officer/City Attorney, and thirdly to the Mayor of the City of Memphis, whose decision regarding the City's position as to the same shall be final.

**DRAFTER.** This Agreement is the result of arm's-length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

**DUE DILIGENCE AND NON-RELIANCE.** Oasis of Hope represents that it has had opportunity to conduct, and has conducted, due diligence with respect to this Agreement, and all other items and conditions it deems necessary to conclude this Agreement, and Oasis of Hope represents that it has not relied upon any written or oral statement of the City or its employees, directors, officers, consultants, attorneys or any elected or appointed officials in executing this Agreement.

**EMPLOYMENT OF CITY WORKERS.** Oasis of Hope shall not engage, on a full-time, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employment of the City.

**EMPLOYMENT OF ILLEGAL IMMIGRANTS.** Oasis of Hope hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Oasis of Hope shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Oasis of Hope fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the City, and Oasis of Hope may be prohibited from contracting to supply goods and/or services to the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the City.

**ENTIRE AGREEMENT.** This Agreement, together with all exhibits, attachments, and addendums hereto (if applicable), constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

**FORCE MAJEURE.** Neither the City nor Oasis of Hope shall be deemed in default hereunder, nor shall either be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any *force majeure* event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause beyond its control. Both shall put forward its reasonable best efforts to mitigate any delay, interruption, or cessation in the performance of its obligations under this Agreement related to said *force majeure* event.



**GENERAL COMPLIANCE WITH LAWS.** If required, Oasis of Hope certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses will be made available to the City upon request.

Oasis of Hope is assumed to be familiar with and agrees that at all times it will observe and comply with all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting this Agreement. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA). Oasis of Hope shall promptly notify the City of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

**GOVERNING LAW.** The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

**HEADINGS.** Titles, articles, and/or section headings to the provisions herein are for reference purposes only and will be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

**HOLD HARMLESS.** See **INDEMNIFICATION.**

**INCORPORATION OF "WHEREAS" CLAUSES.** The foregoing "WHEREAS" clauses are hereby incorporated into this Agreement and made a part hereof.

**INDEMNIFICATION.** Oasis of Hope shall indemnify, defend (until or unless determined by court that Oasis of Hope is not at fault), save and hold harmless the City and its officers, agents and employees from and against any and all claims, losses, demands, suits, actions, penalties, damages (consequential or otherwise), settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Oasis of Hope, its employees, subcontractors, or agents or the breach of this Agreement by Oasis of Hope, its employees, subcontractors or agents. This obligation shall survive the expiration or termination of this Agreement. Neither Oasis of Hope nor any employees of Oasis of Hope shall be liable under this section for damages arising out of injury or damage to persons or property directly caused by the negligence of the City or any of its officers, agents, or employees.

Oasis of Hope expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Oasis of Hope shall in no way limit Oasis of Hope's responsibility to indemnify, defend (until or unless determined by court that Oasis of Hope is not at fault), save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. Oasis of Hope acknowledges that the City has no obligation to provide legal counsel or defense to



Oasis of Hope, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Agreement against Oasis of Hope as a result of or relating to obligations under this Agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Oasis of Hope or its subcontractors or employees as a result of or relating to Oasis of Hope's obligations hereunder.

Oasis of Hope shall immediately notify the City c/o Chief Legal Officer/City Attorney; 125 North Main Street, Room 336; Memphis, TN 38103, of any claim or suit made or filed against Oasis of Hope or its subcontractors regarding any matter resulting from or relating to Oasis of Hope's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

**INDEPENDENT CONTRACTORS.** Nothing in this Agreement shall be deemed or construed to represent that Oasis of Hope, or any of Oasis of Hope's employees or agents, are the agents, representatives, or employees of the City. Oasis of Hope acknowledges that it is an independent contractor over the details and means for performing this Agreement. Anything in this Agreement which may appear to give the City the right to direct Oasis of Hope as to the details of the performance of its obligations hereunder or to exercise a measure of control over Oasis of Hope is solely for purposes of compliance with applicable local, state and federal regulations and means Oasis of Hope will follow the desires of the City only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by Oasis of Hope that neither it nor its employees or agents shall hold themselves out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of Oasis of Hope contrary to the provisions hereof.

**JURISDICTION AND VENUE.** See **GOVERNING LAW.**

**MINORITY, WOMEN, AND/OR SMALL BUSINESS ENTERPRISE(S) CONTRACTING.** Oasis of Hope shall take affirmative action to ensure that small, minority-owned and women-owned businesses which have been certified by the City are utilized when possible as sources of supplies, equipment, construction and services.

**MODIFICATION.** See **AMENDMENT.**

**MONITORING RIGHTS.** See **RECORDS.**

**NONDISCRIMINATION.** Oasis of Hope hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Oasis of Hope's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Oasis of Hope shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event Oasis of Hope fails to comply with the City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by Oasis of Hope and in the event a finding of discrimination is made and upon written notification thereof, Oasis of Hope shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. Oasis of Hope's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

Any other agreement which relates to this Agreement to which Oasis of Hope is a party, including without limitation, Oasis of Hope's agreements with its subcontractors, shall specifically contain a provision to this effect.

**NOTICES.** All notices, approvals, and other communications required or permitted to be given hereunder shall be written and hand-delivered with signed receipt; delivered by facsimile; delivered by a nationally-recognized overnight courier; or mailed *via* certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand-delivery, on the date of delivery; (ii) if by fax, on the date the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery *via* U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

If to the City:  
City of Memphis  
Director of Park Services  
2599 Avery Ave.  
Memphis, Tennessee 38112  
Fax: 901.325.5770

With copy to City Attorney:  
125 N. Main Street, Room 336  
Memphis, Tennessee 38103  
Fax: 901.636.6614

If to Oasis of Hope:  
Oasis of Hope  
Executive Director  
8500 Walnut Grove Rd.  
Cordova, TN 38018  
Fax:

**NUMBER AND GENDER.** Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and *vice versa*.

**OBLIGATIONS EXTENDED BEYOND PERIOD OF PERFORMANCE.** See **SURVIVAL.**  
**ORGANIZATION STATUS AND AUTHORITY.** Oasis of Hope represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by Oasis of Hope has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Oasis of Hope, any provision of any indenture, agreement or other instrument to which Oasis of Hope is a party, or by which Oasis

of Hope's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

**PARTIES IN INTEREST.** See **SUCCESSORS.**

**PATENT INDEMNIFICATION.** Oasis of Hope represents that any services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the City, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the services purchased by the City hereunder infringe any patent, copyright, or are a violation of trade secret disclosure laws, whether by reason of Oasis of Hope's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

**PENALTIES AND LIQUIDATED DAMAGES.** Not Applicable.

**PRECEDENCE.** In the event of any inconsistency between the terms or provisions expressed in this Agreement, and any term or provision in any of the other contract documents, the order of precedence shall be as follows: (1) this Agreement, including all Exhibits, except that all general terms and conditions contained in the main body of this Agreement shall control over any conflicting general terms and conditions contained in any Exhibit hereto; (2) Oasis of Hope's response, if applicable; (3) the City's solicitation, if applicable.

**PUBLIC RECORDS.** Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by Oasis of Hope, Oasis of Hope understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act, and any reports, data or other information supplied to the City regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

**PUBLIC STATEMENTS.** Oasis of Hope shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the services required herein, without obtaining prior written consent from the City. Oasis of Hope shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

**RELATIONSHIP OF PARTIES.** This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. Oasis of Hope is performing its obligations hereunder as an independent contractor and not as the City's agent or employee. Oasis of Hope will not hold itself out contrary to the terms of this paragraph and the City will not become liable for any representation, act, or omission of Oasis of Hope contrary to the provisions hereof.

**REMEDIES CUMULATIVE.** All remedies available to the City herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

**REPORTS.** Upon request, Oasis of Hope shall prepare and submit reports of its activities, funded under this Agreement, to the originating department of the City. The reports shall include an itemization of the use of the City's funds, inclusive of specific services delivered by Oasis of Hope. Any such reports provided to the City shall be prepared with the understanding that the City may make such reports available to the public.

In addition, Oasis of Hope shall submit and, as necessary, update subcontractor information (including but not limited to payments thereto), for **any and all subcontractors** used on City project(s) via the purchase of services, in the City's compliance tracking software, B2GNow. The City shall have the right to withhold future disbursement of funds under this Agreement and any future agreements until the requirements of this provision have been met.

**RIGHTS IN DATA / SOFTWARE.** Oasis of Hope agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities under this Agreement, whether or not the same is accepted or rejected by the City, shall remain the property of the City and shall not be used or published by Oasis of Hope or any other party without the express prior consent of the City. Software development, if any, specifically developed as part of this Agreement shall be the intellectual property of the City. Oasis of Hope recognizes that said data including software development, if any, specifically developed as part of this Agreement shall be the intellectual property of the City and is the exclusive property of the City and that the City reserves the right to use, market, license, or sell it to others.

Oasis of Hope shall obtain assurances similar to those contained in this subsection from persons, Oasis of Hopes and subcontractors retained by Oasis of Hope. Oasis of Hope acknowledges and agrees that a breach by Oasis of Hope of the provisions of this section will cause the the City irreparable injury and damage. Oasis of Hope, therefore, expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

**SERVICE MARKS.** Oasis of Hope agrees that it shall not, without the City's prior written consent, use the name, service mark or trademarks of the City.

**SEVERABILITY.** If any terms or provisions of this Agreement are held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added as a part of this Agreement, upon good-faith negotiation by the parties, a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and still be legal, valid and enforceable. Parties acknowledge that some Agreement provisions may be inapplicable to the scope of work that are germane to this Agreement. Parties waive no rights or remedies where the provisions are applicable.

**SHIPMENTS.** Not applicable.

**STANDARD OF PERFORMANCE.** All services by Oasis of Hope shall be performed in compliance with the specified requirements, and pursuant to the governing rules, practices, regulations, and "Standard of Care" of the industry for the type of work performed under this Agreement.

**SUBCONTRACTING.** See **ASSIGNMENT.**

**SUBJECT TO FUNDING.** This Agreement is subject to availability and annual appropriation of funds by the Memphis City Council. In the event sufficient funds for this Agreement are not

available or appropriated by the Memphis City Council for any of its fiscal period during the term hereof, then the City shall terminate this Agreement upon written notice to Oasis of Hope. In the event of such termination, Oasis of Hope shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the termination date. Such termination by the City shall not be deemed a breach of contract by the City, and Oasis of Hope shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

**SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**SURVIVAL.** The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

**TERMINATION:** Termination of this Agreement with or without cause.

1. It shall be cause for the termination of this Agreement if, after its execution, the City determines that either:
  - a. Oasis of Hope or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pleaded *nolo contendere*, or has pleaded or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
  - b. Oasis of Hope subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
  - c. Oasis of Hope has filed for bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Oasis of Hope's assets.
2. This Agreement may be terminated with or without cause by either party by providing written notice at least one hundred and twenty (120) days before such termination or within thirty (30) days for failure of Oasis of Hope to maintain insurance in accordance with this Agreement. Notwithstanding the foregoing, the parties agree to engage in discussions prior to the tender of such formal written notice in an effort to reasonably determine if the parties can avoid termination.
3. The City may cancel/terminate this Agreement, in whole or in part, upon providing written notice to Oasis of Hope of the City's intention to terminate the Agreement as a result of Oasis of Hope's material failure to provide the services specified under this Agreement or in violation(s) of any of the terms herein, and Oasis of Hope has failed to cure such breach within fifteen (15) calendar days of such notice. The City may reject the services and cancel this Agreement for any services rendered or to be rendered hereunder. If applicable, at its option, the City may return the rejected portion of such services to Oasis of Hope at its expense or hold the same for such disposal as Oasis of Hope shall indicate. In the event of any such rejection/termination, the City shall, at the City's option, have the right to obtain

like services elsewhere or to take over the work and prosecute the same to completion; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, etc. as may be on the site of the work and necessary therefore.

4. Notwithstanding the foregoing or any section herein to the contrary, Oasis of Hope shall not be relieved of liability to the City for damages sustained by the City by virtue of any material breach of the Agreement by Oasis of Hope, and the City may withhold any payments to Oasis of Hope, for the purpose of setoff, until such time as the exact amount of damages due the City from Oasis of Hope is determined.
5. In the event a purported termination for cause by the City is in error, then such termination may, at the City's sole discretion, be deemed to be a termination for convenience under this section. In the event of such termination, Oasis of Hope shall be entitled to receive just and equitable compensation, as determined by the City, for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the City be liable to Oasis of Hope for expenses incurred after the termination date.
6. Oasis of Hope shall deliver to the City all hard copy and electronic files maintained on behalf of the City within thirty (30) calendar days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.
7. All services completed by Oasis of Hope prior to the termination date shall be documented and all tangible work documents shall be transferred to the City prior to payment for services rendered, and shall become the sole property of the City subject to rights in Data/Software section above. Such termination by the City shall not be deemed a breach of contract by the City, and Oasis of Hope shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

**TERMINATION OF PRIOR AGREEMENTS.** See **ENTIRE AGREEMENT**.

**THIRD PARTY BENEFICIARY.** This Agreement is entered into solely between, and may be enforced only by, the City and Oasis of Hope. Unless otherwise specified herein, this Agreement shall not be deemed to create any rights in third parties, including suppliers or customers of either party.

**TITLE & RISK.** Not applicable.

**TRANSFER.** See **ASSIGNMENT**.

**TRANSPORTATION CHARGES/F.O.B. DELIVERY.** Not applicable.

**WAIVER OF CONTRACTUAL RIGHT.** No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto; provided that any such waiver shall not be identified as a waiver of any succeeding breach hereto or of any other provision herein contained. No delay or failure of either to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver, limitation, or relinquishment of that party(s) right to subsequently enforce and compel strict compliance with such provision and/or any other provision herein or in any document related hereto. Parties acknowledge that some Agreement provisions may be inapplicable to the scope of work that are germane to this Agreement. Parties waive no rights or remedies where the provisions are applicable.

No consent or waiver, express or implied, by either party to or of any breach or default by the other in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

The enforcement by any party of any right or remedy it may have under this Agreement or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

**WARRANTY.** Not applicable.

**END OF DOCUMENT - SIGNATURE PAGE NEXT**

**Remainder of Page Left Intentionally Blank**

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

**CITY OF MEMPHIS**

By: \_\_\_\_\_

Jim Strickland, Mayor

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Jennifer Sink, Chief Legal Officer / City Attorney

Attest:

By: \_\_\_\_\_  
Comptroller

**OASIS OF HOPE, INC.**

DocuSigned by:  
*Joy Marseille*  
By: \_\_\_\_\_  
5087DAEE6DB144E

Name: Joy Marseille

Title: Executive Director

Date: 10/4/2021

## **EXHIBIT A**

### **SCOPE OF WORK**

For

### **MANAGEMENT AGREEMENT BETWEEN THE CITY OF MEMPHIS AND OASIS OF HOPE**

Oasis of Hope will manage and operate the Bickford Community Center to enhance the delivery of services in that community. Additionally, the management agreement will provide favorable cost recovery to the City's operating budget.

#### **BACKGROUND**

**The City of Memphis** maintains and operates 28 community centers across all sections of the City. These centers serve as vital centers of recreation and civic meeting places within the communities they serve, providing an opportunity for youth, adults, and seniors to meet, and engage in sporting/recreation, community, civic, and educational activities.

Oasis of Hope will continue to provide these Five Core Services at the Bickford Community Center, as follows:

- I. Health, Fitness, Wellness Services, and Sports Programs
- II. Educational Development & Training Services
- III. Senior Citizen Support Services
- IV. Cultural Arts and Musical Expression
- V. Character Building and Social Development



**EXHIBIT B**

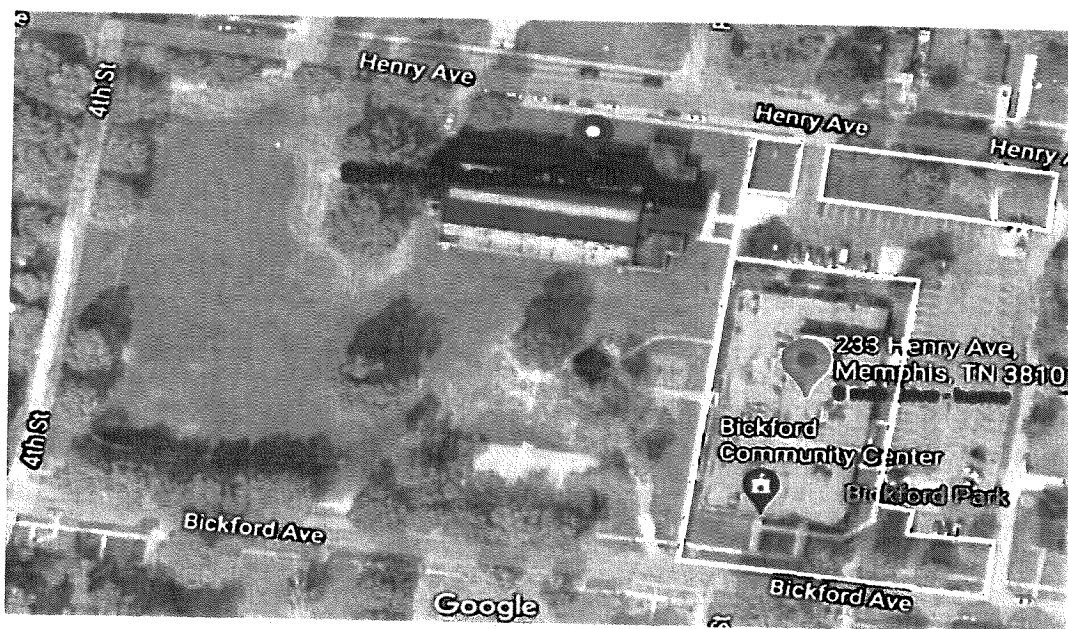
**LOCATION OF PROPERTY**

For

**MANAGEMENT AGREEMENT BETWEEN THE CITY OF MEMPHIS AND  
OASIS OF HOPE**

The Bickford Community Center is located at 233 Henry Avenue, Memphis, TN 38107. This campus includes multiple improvements and features including an aquatic center and park. The aquatic center is not part of this agreement, and thus remains under the management of the City of Memphis. The park also remains under the oversight of the City, and thus remains open to the public.

**Bickford Community Center Area Covered by Oasis of Hope (in yellow):**



### Exhibit C

#### **INSURANCE REQUIREMENTS FOR PARKS OASIS OF HOPE BICKFORD COMMUNITY CENTER MANAGEMENT OPERATOR / LESSEE**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:**

City of Memphis  
Attn: Risk Management  
170 N. Main St., 5<sup>th</sup> Floor  
Memphis, TN 38103

City of Memphis  
Attn: Purchasing Agent  
125 North Main, Room 354  
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The

additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

**WORKERS COMPENSATION:**

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$3,000,000	General Aggregate
\$3,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**PROFESSIONAL / ERRORS & OMISSIONS LIABILITY:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$2,000,000 Each Claim / \$2,000,000 Aggregate

**CYBER LIABILITY (“NETWORK SECURITY AND PRIVACY”):**

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response
- Customer Notification Expense
- Credit Monitoring Expense
- Business Interruption
- Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
- Social Engineering

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$ 2,000,000 Each Claim / \$ 2,000,000 Aggregate

**UMBRELLA LIABILITY:**

With Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Each Aggregate

**FIDELITY BOND / EMPLOYEE DISHONESTY:**

For losses arising out of or in connection with computer fraud, forgery, fraudulent or dishonest acts committed by the employees of Company, acting alone or in collusion with others, including the property and funds of others in their care, custody or control with Minimum Limits of:

\$1,000,000 Each Occurrence

**CRIME: MONEY & SECURITIES:**

For loss or destruction of money and securities from any cause other than employee dishonesty and forgery, with Minimum Limits of:

\$1,000,000 Each Occurrence

**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

### Certification of Signature

"I, Joy Marseille, hereby certify that the faxed/electronic/copied signature below is my legally enforceable signature."

DocuSigned by:  
*Joy Marseille*  
50870AEE60B1446

Signature

Executive Director

Title

Oasis of Hope

Company

10/1/2021

Date

### INSURANCE WAIVER REQUEST FORM

Vendor Name: Oasis of Hope Inc	Contract No.:
Contract Type: <input checked="" type="checkbox"/> Original <input type="checkbox"/> Extension/Amendment	
<b>Brief Description of Scope of Work</b> (if extension, describe any change in SOW): Oasis of Hope will manage and operate the Bickford Community Center, located at 233 Henry Avenue, Memphis, TN 38107.	

Please select all insurance coverage(s) for which vendor seeks a complete waiver for required coverage or reduction in coverage amount. Provide the reason for the waiver of the coverage(s). Please note requested reduction in coverage amount, if any.

- Worker's Compensation / Reason: \_\_\_\_\_
- Automobile Liability / Reason: \_\_\_\_\_
- Professional Liability / Reason: \_\_\_\_\_
- Umbrella Coverage / Reason: reduction in coverage requirements
- Cyber Liability / Reason: Vendor will not have access to City IT Systems as part of services provided.
- Other (specify) Money & Securities, Fidelity/Employee Dishonesty / Reason: Exposure is property coverage, not Money and Securities related, Request to Lower Employee Dishonesty to \$25,000

**ALL INSURANCE WAIVER REQUESTS MUST INCLUDE A COPY OF THE SCOPE OF WORK, CONTRACT INSURANCE REQUIREMENTS, VENDOR'S CURRENT CERTIFICATE OF INSURANCE, AND THIS WAIVER REQUEST FORM.**

Request Form Submitted by: Cleo Dixon	Submission Date: 6.13.21 and 7.1.21
Division/Department: <b>Parks</b>	

LEGAL DEPARTMENT USE ONLY	
Attorney Review By: Cheryl Hearn	Review Date: 6.16.21 and 7.1.21
Attorney Comments, if any: Approved for waivers of Cyber, Crime, Professional Liability, reduction in Umbrella to \$1,000,000 and reduction of General Liability from \$3,000,000 to \$2,000,000. Also reduced Fidelity/Employee Dishonesty to \$25,000.	
<div style="display: flex; justify-content: space-between;"> <span>WAIVER REQUEST APPROVED <input checked="" type="checkbox"/></span> <span>WAIVER REQUEST DENIED <input type="checkbox"/></span> </div>	
Signature: Jennifer Sink, by <i>Cheryl Hearn</i> Jennifer Sink, City Attorney/Chief Legal Officer	Date: 7.19.21





POLICY NUMBER: PHPK2152393

COMMERCIAL GENERAL LIABILITY  
CG 20 05 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>  City of Memphis, its officials, agents,  employees, and representatives</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**RESOLUTION ESTABLISHING A METROPOLITAN GOVERNMENT CHARTER COMMISSION, AUTHORIZING THE MAYOR TO APPOINT MEMBERS; ESTABLISHING A VETTING PROCESS; REQUESTING THE COUNTY COMMISSION ADOPT A SIMILAR RESOLUTION; AMENDING THE FY2022 OPERATING BUDGET; AND APPROPRIATING FUNDS**

WHEREAS, the citizens of Shelby County and the City of Memphis are demanding a more effective, efficient, and streamlined government that prepares and positions Memphis and Shelby County to address the current economic crisis and the increasing competition for new jobs and economic expansion; and

WHEREAS, Tennessee Code Annotated Section 7-2-101 et seq. allows for the merger of Shelby County Government with City of Memphis Government if approved by a majority of the voters of Memphis in a referendum and a majority of the voters of Shelby County outside Memphis in a separate referendum held on the same day; and

WHEREAS, Tennessee Code Annotated Section 7-2-101 et seq. provides the vehicle for Memphis and Shelby County to build a new government from the ground up, a new government that is simpler, more understandable, more responsive, and more accountable; and

WHEREAS, Tennessee Code Annotated Section 7-2-101 et seq. provides for the formation of a metropolitan government charter commission to prepare a vision for a new merged government known in the general law as a metropolitan form of government; and

WHEREAS, an efficient new government gives Memphis and Shelby County a fresh start and eliminates bureaucracy, because every dollar spent on duplication and fragmentation is a dollar that can't be spent educating a child, protecting neighborhoods, and strengthening families; and

WHEREAS, a new government can eliminate the cumbersome red tape that results in lost opportunities for new jobs and economic growth; and

WHEREAS, the Memphis and Shelby County Charter Commission will be charged with creating a new government that has the capacity and authority to develop programs to make our community safer, to revitalize our neighborhoods, to fight corruption, and to create jobs that will keep our young adults here; and

WHEREAS, Memphis and Shelby County is being outpaced by peer cities like Nashville, Indianapolis, Jacksonville, and Louisville, whose merged governments can act more entrepreneurially and make decisions more quickly, but most importantly, act with one vision that promotes unity for the future; and

WHEREAS, Memphis and Shelby County have two large governments doing the job of one and doing nothing is not an option in the face of the historic challenges confronting our community; and

WHEREAS, the people of Memphis and Shelby County are anxious to have a voice in how their government is run and they deserve the right to vote on their government's future; and

WHEREAS, because state law provides that the County Mayor will appoint ten members and the City Mayor will appoint five members to the metropolitan government

charter commission, it is the desire of the City Council that the vetting process for selecting members include, but not be limited to, the receipt of an application by the County and City Mayors for their respective nominees and an interview of the nominees by the respective legislative bodies; and

WHEREAS, the separate appointments by the City Mayor and the County Mayor shall be made and confirmed within thirty (30) days after the consolidation resolution is submitted to their respective governing bodies for adoption; and

WHEREAS, the resolutions appointing the City Mayor's nominees should authorize a majority of the members of the metropolitan government charter commission to defer its organizational meeting until November 1, 2021 which would require the metropolitan government charter commission perform its work between November 1, 2021 and August 1, 2022 in accordance with state law; and

WHEREAS, it is also the desire of the City Council that the proposed charter be filed not less than 80 days nor more than 100 days before the November 1, 2022 statewide election and, to ensure that the proposed charter is filed during that time period,; and

WHEREAS, the actions and final conclusions of such a commission should be subject to absolute transparency and full disclosure of all changes and ramifications of the passage of such document and the members of the metropolitan government charter commission shall appear before the Memphis City Council prior to any final vote of the metropolitan government charter commission for the purpose of educating the public and answering questions regarding the proposed charter; and

WHEREAS, it is further the desire of the City Council that the resolution appointing members to the metropolitan government charter commission direct said members to file the proposed charter on August 1, 2022; and

WHEREAS, Tennessee Code Annotated Section 7-2-104 requires that whenever a metropolitan government charter commission is formed, it is the duty of the legislative body of the county to appropriate at least twenty-five thousand dollars (\$25,000.00), but not more than fifty thousand dollars (\$50,000.00), to defray the expenses of the charter commission, which will require an amendment to the county general fund budget; and

WHEREAS, funds should be transferred to an account that will be utilized for the expenses of the metropolitan charter commission created herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that the Memphis and Shelby County Charter Commission is hereby established pursuant to Tennessee Code Annotated, Title 7, Chapter 2, to propose to the voters of the City of Memphis and Shelby County the merger of the governmental and corporate functions of the City of Memphis and Shelby County, and the creation of a new metropolitan government that responds to the needs of the community in its services and vision.

BE IT FURTHER RESOLVED, that the Mayor of City of Memphis is hereby authorized to nominate for appointment five (5) members of the metropolitan government charter commission, and to present all nominees, together with biographical and background information about each nominee, to the members of the Council's Personnel, Intergovernmental

and Annexation Committee for an interview within twenty-one (21) days after this resolution was presented to the Council for adoption at one of its regular meetings;

BE IT FURTHER RESOLVED, that the Mayor of Memphis is hereby authorized to appoint persons to the metropolitan government charter commission who are broadly representative of Memphis in accordance with state law.

BE IT FURTHER RESOLVED, that the City Council shall vote to confirm the City Mayor's nominees within thirty (30) days after this resolution was presented to the Council for adoption at one of its regular meetings;

BE IT FURTHER RESOLVED, that the metropolitan government charter commission shall perform its work in the manner established by general state law and the resolution appointing its members.

BE IT FURTHER RESOLVED, that members of the metropolitan government charter commission shall not receive per diem or other compensation for their services, except reimbursement of actual expenses incurred by members in carrying out their duties as members of the metropolitan government charter commission.

BE IT FURTHER RESOLVED, that the FY2022 Operating Budget is hereby amended to establish a line item budget of \$50,000 for the Memphis and Shelby County Charter Commission and said funds are hereby appropriated.

BE IT FURTHER RESOLVED that:

1. This resolution shall take effect upon approval of a substantially similar resolution by the Board of County Commissioners of Shelby County, Tennessee, or upon its approval, whichever occurs last, the public welfare requiring it.
2. Certified copies of this resolution shall be sent by Council Records to the Mayor and Clerk of Shelby County and to the Mayors and Clerks of the Cities and Towns of Memphis, Arlington, Bartlett, Collierville, Germantown, Lakeland and Millington respectively.
3. The Council Staff is authorized to provide information and assistance to the staff of Board of Commissioner, if requested, regarding the consolidation process, including a propose form of resolution.

SPONSOR:

FRANK COLVETT, JR.  
CHAIRMAN