

**WHEREAS**, on occasion the Memphis City Council has seen fit to recognize individuals who have enriched the community, and **Lashell Vaughn** is certainly worthy of recognition; and

**WHEREAS**, **Lashell Vaughn**, Vice President & Chief Information Officer for Memphis Light, Gas and Water, has exemplified remarkable leadership in the Information Technology industry for over thirty years; and

**WHEREAS**, **Lashell Vaughn** served as the Chairman of the Utility Technology Association from 2020-2021, showcasing her commitment to advancing the field; and

**WHEREAS**, holding a Bachelor of Science in Computer Science from Mississippi State University and a Master of Science in Telecommunication and Information Systems from Christian Brothers University, **Lashell Vaughn's** academic achievements underscore her dedication to excellence; and

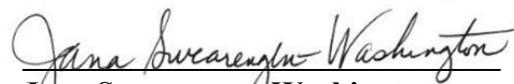
**WHEREAS**, **Lashell Vaughn** is a life member of esteemed organizations including the NAACP, Alpha Kappa Alpha Sorority, Incorporated, Girl Scouts of the USA, and Jack & Jill of America, demonstrating her devotion to community service and mentorship; and

**WHEREAS**, **Lashell Vaughn's** involvement in Girls Friends of America, Memphis Rotary, Leadership Memphis, and numerous professional organizations such as the Society of Information Management, the Institute of Electronics Engineers, Inc., the American Society for Engineering Education, and the National Association of Professional Women, reflects her unwavering commitment to personal and professional development; and

**WHEREAS**, **Lashell Vaughn's** recent recognition as one of The Top 50 Women Leaders of Tennessee for 2023 and the CodeCrew, Inc. 3rd Annual ExCITE Award as Chief Information Officer of the Year are a testament to her exceptional leadership and impact.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council shares in officially recognizing **Lashell Vaughn** as one of the Top 50 Women Leaders of Tennessee for the year 2023 by Women We Admire; we applaud her outstanding contributions, leadership, and dedication to the fields of information technology and community service.

**Given by my hand and under the  
great seal of the City of Memphis  
this 5th day of December 2023.**

  
**Jana Swearengen-Washington  
Memphis City Councilwoman  
District 4**

**WHEREAS**, when worthy circumstances arise, the Memphis City Council has seen fit to name certain public roads to honor citizens who have served this community; and

**WHEREAS**, a lifelong learner and pursuer of knowledge, **Attorney Ricky E. Wilkins** graduated from George Washington Carver High School and earned his bachelor's degree in 1987 from Howard University in Washington, D.C., and his Juris Doctorate in 1990 from Vanderbilt Law School in Nashville, Tennessee; and

**WHEREAS, Ricky E. Wilkins**, a champion of Civil Rights, was an instrumental figure in the Memphis legal community, becoming the first Black partner at Burch, Porter, & Johnson before founding The Law Offices of Ricky E. Wilkins; and

**WHEREAS**, his commitment to leadership and service was on full display as he served in various capacities, including President of the Memphis Bar Association, a leader in the Ben F. Jones Chapter of the National Bar Association, President of the Tennessee Bar Association's Young Lawyers Division (YLD) from 1999 to 2000, and was named a Tennessee Bar Association YLD Fellow; and

**WHEREAS**, outside of his private practice, **Ricky E. Wilkins** made many civic contributions as he was a devoted member of Alpha Phi Alpha Fraternity, Incorporated, and Sigma Pi Phi Fraternity, was appointed to the Memphis Housing Authority by former Memphis Mayor Willie Herenton and was chosen to represent the City of Memphis as an attorney on several occasions; and

**WHEREAS**, having earned notoriety as a lawyer amongst the legal profession and the City of Memphis, in 2014, **Ricky E. Wilkins** sought to use his experience and wisdom in the political realm by running as a Democratic candidate to represent the 9th Congressional District of Tennessee in the U.S. House of Representatives and by creating MEMPOWER, a political action committee that focused on assisting Black Memphians in channeling political power; and

**WHEREAS**, our City is fortunate to celebrate **Ricky E. Wilkins'** tireless work on behalf, and for the betterment of, this City with the support of two wonderful daughters, Reighan and Rylee; and

**WHEREAS**, the City Council gratefully records and extends its sincere appreciation to **Ricky E. Wilkins** for his faithful and excellent service rendered to our City as an exemplary citizen worthy of this City's highest recognition and commendation.

**NOW, THEREFORE, BE IT RESOLVED** that Monroe Avenue between Riverside Drive and South Second Street be declared

## **Attorney Ricky E. Wilkins Avenue**

in honor of his exemplary contributions to the City of Memphis.

**BE IT FURTHER RESOLVED** that the City Engineer is requested to affix suitable signs designating this public road.

Adopted: December 5, 2023

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Chairman Martavius Jones

**AN ORDINANCE TO ESTABLISH MEMPHIS CITY COUNCIL MEETING DATES FOR 2024.**

**WHEREAS**, Referendum Ordinance 4274, approved by the citizens of Memphis on November 8, 1994, amended the Council’s meeting dates to the first and third Tuesdays of each month; and

**WHEREAS** the Council wishes to approve the 2024 meeting dates.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council will conduct its regular meetings on the following Tuesdays of each month:

January 9	January 23
February 6	February 20
March 5	March 19
April 9	April 23
May 7	May 21
June 4	June 25
July 9	July 23
August 6	August 20
September 10	September 24
October 1	October 15
November 5	November 19
December 3	December 17

Sponsor:  
Martavius Jones, Chairman

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

**AN ORDINANCE TO FIX AND DETERMINE THE SALARY AND COMPENSATION OF  
THE MAYOR PURSUANT TO HOME RULE AMENDMENTS**

**WHEREAS**, Home Rule Charter Amendment No. 1509, adopted by qualified voters in Referendum Election of August, 1966, provided for the City Legislative Body to determine and fix compensation of the Mayor of the City of Memphis; and

**WHEREAS**, Home Rule Charter Amendment No. 1852, adopted by the qualified voters in Referendum Election of November 8, 1966, provided authority for the City Council, from time to time, to increase or decrease such salary of the Mayor and expense allowance, provided such change not to take effect in the term during which the change is made; and

**WHEREAS**, pursuant to its authority, it is the intent of the Council to increase the salary of the Mayor of the City of Memphis to be commensurate with the salary of the Shelby County Mayor.

**NOW, THEREFORE,**

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, pursuant to authority granted in Charter provisions approved by Referendum Ordinances No. 1509 and 1852, that the compensation for the Mayor be and the same is hereby increased from One Hundred Seventy Thousand Eight Hundred and Seventeen Dollars (\$170,817) to Two Hundred Ten Thousand Dollars (\$210,000) annually, beginning on January 1, 2024.

**SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, 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 Mayor in writing by the comptroller and become effective as otherwise provided by law.

Martavius D. Jones  
Chairman

Sponsor(s):  
Martavius D. Jones

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

A REFERENDUM ORDINANCE, PURSUANT TO ARTICLE XI, § 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), TO AMEND PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO MAYOR, COUNCIL, AND APPOINTED SALARIES

WHEREAS, the City Charter vests the responsibility of setting and approving the salaries of the Mayor, Chief Administrative Officer, and Directors with the City Council;

WHEREAS, the City Council desires to clarify the authority to fix and determine the salaries of Mayor, City, Council, Chief Administrative Officer, and Appointed Directors and Deputy Directors by Ordinance to ensure transparency and scrutiny from the Citizens of Memphis.

WHEREAS, it is deemed advisable to allow the citizens of Memphis to decide whether granting the City Council the authority to determine salaries by Ordinance and allowing public input during the process is in the best interests of the citizens of the City of Memphis.

Section 1. Proposed Amendment Authorized.

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

TENNESEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on November 8, 2022, and which shall be held at least sixty (60) days after such publication.

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming

effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on November 5, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 5th day of November, 2024, which question shall read as follows:

"Shall the City of Memphis Charter be amended to authorize the City Council by ordinance to fix and determine the salaries of the Mayor, City Council, Chief Administrative Officer, and Appointed Directors and Deputy Directors?"

*I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have \_\_\_\_\_ impact on the annual revenues and expenditures of the City.*

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

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 5th day of November, 2024, the public welfare, requiring it.

Section 6. Certification of Results.

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

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized

to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 5th day of November, 2024 and for the cost of seeking a declaratory judgment as to the enforceability of proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:  
Martavius Jones

**MARTAVIUS JONES  
CHAIRMAN**



RESOLUTION accepting public improvements for:  
**Aviation Facilities PD Re- recording of Phases 2, 4 & 5**  
**(UPS Oakhaven HUB) [CR-5332]**  
and releasing **Bond** held as security

WHEREAS, **United Parcel, Inc.**, is the Developer of a certain property in the present limits of the City of Memphis, located at the northeast corner of the Swinnea Road and Winchester Road intersection, in Memphis, Tennessee.

and

WHEREAS, all of the 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 engineering plans for **Aviation Facilities PD Re- recording of Phases 2, 4 & 5 (UPS Oakhaven HUB) [CR-5332]**, and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **Travelers Casualty and Surety Company Performance Bond No. 107233600**, in the amount of **\$304,100.00**, held as security, is **hereby ordered released**.



RESOLUTION accepting public improvements for:  
**ALOFT Hotel [CR-5385]**  
and releasing **Bond** held as security

WHEREAS, **Vibrant Hotels, Inc.**, is the Developer of a certain property in the present limits of the City of Memphis, located at 131 Jefferson Avenue, in Memphis, Tennessee.

and

WHEREAS, all of the 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 engineering plans for **ALOFT Hotel [CR-5385]**, and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **Old Republic Surety Company** Performance Bond No. **OFL2060841** in the amount of **\$49,800.00**, held as security, is **hereby ordered released..**



RESOLUTION accepting public improvements for:  
**Polo Grounds North P.D. - Top Golf**  
**(3450 S. Germantown Road) [CR-5424]**  
and releasing **Bond** held as security

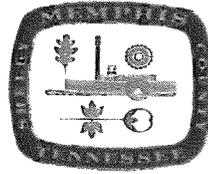
WHEREAS, **Top Golf USA MP, LLC.**, is the Developer of a certain property within the present limits of the City of Memphis, located at 3450 S. Germantown Road in Memphis, Tennessee.

and

WHEREAS, all of the 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 engineering plans for **Polo Grounds North P.D. - Top Golf (3450 S. Germantown Road) [CR-5424]**, and the completion of the public improvements therein, are and the same, are hereby accepted by the City.

BE IT FURTHER RESOLVED, that **Travelers Casualty and Surety Company Performance Bond No. 107676852**, in the amount of **\$865,800.00**, held as security, is **hereby ordered released**.



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force One Readiness Cooperative Agreement in the amount of \$1,295,956.

**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.**

There is no change to an existing ordinance or resolution.

**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.**

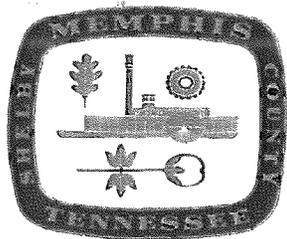
This will not require a new contract or an amendment to an existing contract.

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

This requires a budget adjustment and expenditure of grant funds.

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

N/A



**A resolution to accept grant funding in the amount of One Million Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Six Dollars (\$1,295,956) from the US Department of Homeland Security .**

**WHEREAS**, The City of Memphis Division of Fire Services has received grant funds in the amount of One Million Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Six Dollars (\$1,295,956) from the US Department of Homeland Security - FEMA; and

**WHEREAS**, These funds will be used for annual sustainment of Tennessee Task Force One; and

**WHEREAS**, It is necessary to accept the grant funding and amend the Fiscal Year 2024 Misc Grant Fund 0205 budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, It is necessary to appropriate the grant fund in the amount of One Million Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Six Dollars (\$1,295,956) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue grant funds in the amount of One Million Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Six Dollars (\$1,295,956) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2024 Misc Grant Fund 0205 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue grant in the amount of One Million Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Six Dollars (\$1,295,956) as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$1,295,956</b>
<b>Expenses</b>	
<b>Administration</b>	<b>\$ 695,102</b>
<b>Training</b>	<b>\$ 178,310</b>
<b>Equipment</b>	<b>\$ 183,273</b>
<b>Storage</b>	<b>\$ 239,271</b>



**A Resolution to accept grant funds in the amount of Thirty-One Thousand Three Hundred Fourteen Dollars (\$31,314.00) from the Shelby County Sheriff's Office through the Office of National Drug Control Policy.**

**WHEREAS**, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Thirty-One Thousand Three Hundred Fourteen Dollars (\$31,314.00) from the Shelby County Sheriff's Office for the Gulf Coast High-Intensity Drug Trafficking Area (HIDTA FY23) grant project; and

**WHEREAS**, this award will provide for funding personnel overtime salaries; and

**WHEREAS**, it is necessary to accept the grant funding and amend FY2024 Operating Budget to establish funds for the Gulf Coast High-Intensity Drug Trafficking Area (HIDTA FY23) grant project; and

**WHEREAS**, it is necessary to appropriate the FY2024 grant funds in the amount of Thirty-One Thousand Three Hundred Fourteen Dollars (\$31,314.00) for the Gulf Coast High-Intensity Drug Trafficking Area (HIDTA FY23) grant project;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Gulf Coast High-Intensity Drug Trafficking Area (HIDTA FY23) grant project be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, That the Fiscal Year 2024 Operating Budget for Grant Funds 205 be and is hereby amended by appropriating the Expenditures and Revenues for the Gulf Coast High-Intensity Drug Trafficking Area (HIDTA FY23) grant project in the amount of Thirty-One Thousand Three Hundred Fourteen Dollars (\$31,314.00) as follows:

<b>REVENUE</b>	
Shelby County Sheriff's Office	<b><u>\$31,314.00</u></b>
<b>TOTAL</b>	<b>\$31,314.00</b>
<b>Expenditures</b>	
Overtime Salaries	<b><u>\$31,314.00</u></b>
<b>Total</b>	<b>\$31,314.00</b>

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

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

Resolution approving Change No. 13 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI), (This change is to extend the current contract for an additional two-year term for the period covering January 1, 2024 through December 31, 2025) in the funded amount of \$220,000.00.

### **2. Additional Information**

The project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 approved Change No. 13 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to extend the current contract in the funded amount of \$220,000.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost. This change is to extend the current contract for an additional two (2) year term for the period covering January 1, 2024 through December 31, 2025 in the amount of \$220,000.00. MLGW bills customers \$75.00 per meter setup fee and a \$25.00 monthly service charge per meter. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service. This sole source extension complies with all applicable laws and policies. The new contract value is \$1,243,750.00; and

**NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 13 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to extend the current contract in the funded amount of \$220,000.00.**

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 15, 2023**

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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. 13 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to extend the current contract in the funded amount of \$220,000.00.

The project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost. This change is to extend the current contract for an additional two (2) year term for the period covering January 1, 2024 through December 31, 2025 in the amount of \$220,000.00. MLGW bills customers \$75.00 per meter setup fee and a \$25.00 monthly service charge per meter. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service. This sole source extension complies with all applicable laws and policies. The new contract value is \$1,243,750.00.

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

THAT, the approval of Change No. 13 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to extend the current contract in the funded amount of \$220,000.00 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 adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 15th day of November 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12470, Professional Services IS/IT, to Vaco in the funded amount of \$ 1,917,495.00.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12470 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Vaco in the funded amount of \$1,917,495.00 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Vaco, in the funded amount of \$1,917,495.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12470 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Vaco in the funded amount of \$ 1,917,495.00 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12470 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Vaco in the funded amount of \$1,917,495.00.

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.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Vaco, in the funded amount of \$1,917,495.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12470 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Vaco in the funded amount of \$1,917,495.00 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 14th day of November, 2023, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12469, Professional Services IS/IT, to TEKsystems in the funded amount of \$1,959,868.40.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

Increased competition – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

Access to specialized expertise – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

Diversification of Risk – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT, to TEKsystems in the funded amount of \$1,959,868.40 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being TEKsystems, in the funded amount of \$1,959,868.40. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT, to TEKsystems in the funded amount of \$1,959,868.40. as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT, to TEKsystems in the funded amount of \$1,959,868.40.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being TEKsystems, in the funded amount of \$1,959,868.40. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12469 (*solicited under Contract No. 12433*), Professional Services IS/IT, to TEKsystems in the funded amount of \$1,959,868.40 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.**

  
**SVP, CFO & CAO Secretary - Treasurer**

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

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

Resolution awarding Contract No. 12468, Professional Services IS/IT, to Stragistics Technology, Inc., in the funded amount of \$2,106,700.00.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12468, (*solicited under Contract No. 12433*) Professional Services IS/IT, to Stragistics Technology, Inc. in the funded amount of \$2,106,700.00, 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Stragistics Technology, Inc. in the funded amount of \$2,106,700.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12468 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Stragistics Technology, Inc. in the funded amount of \$2,106,700.00. as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12468 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Stragistics Technology, Inc., in the funded amount of \$2,106,700.00.

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.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Stragistics Technology, Inc. in the funded amount of \$2,106,700.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12468 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Stragistics Technology, Inc. in the funded amount of \$2,106,700.00, as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 15th day of November, 2023, at which a quorum was present.**

  
**SVP, CFO & CAO Secretary - Treasurer**

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

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

Resolution awarding Contract No. 12467, Professional Services IS/IT, to Nextech in the funded amount of \$1,812,231.20.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12467, (*solicited under Contract No. 12433*) Professional Services IS/IT, to Nextech Solutions in the funded amount of \$1,812,231.20 and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Nextech Solutions, in the funded amount of \$1,812,231.20. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12467, (*solicited under Contract No. 12433*) Professional Services IS/IT, to Nextech Solutions in the funded amount of \$1,812,231.20 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12467, (*solicited under Contract No. 12433*) Professional Services IS/IT, to Nextech Solutions in the funded amount of \$1,812,231.20.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Nextech Solutions, in the funded amount of \$1,812,231.20. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12467, (*solicited under Contract No. 12433*), Professional Services IS/IT, to Nextech Solutions in the funded amount of \$1,812,231.20 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15<sup>th</sup> day of November 2023, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12466, (solicited under Contract No. 12433) Professional Services IS/IT, to CTD Staffing in the funded amount of \$2,225,490.00.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12466, (*solicited under Contract No. 12433*) Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,490.00 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being CTD Staffing, in the funded amount of \$2,225,490.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12466 (*solicited under Contract No. 12433*), Professional Services IS/IT, to CTD Staffing in the funded amount of \$2,225,490.00 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12466, (*solicited under Contract No. 12433*) Professional Services IS/IT, to CTD Staffing in the funded amount of \$2,225,490.00.

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.

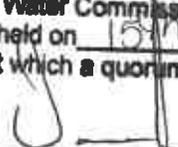
The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being CTD Staffing, in the funded amount of \$2,225,490.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12466 (*solicited under Contract No. 12433*), Professional Services IS/IT, to CTD Staffing in the funded amount of \$2,225,490.00 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a ~~regular~~ <sup>special</sup> meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12465 (solicited under Contract No. 12433), Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,440.00.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12465 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,440.00 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Cook Systems, in the funded amount of \$2,252,440.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12465 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,440.00 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that the award of Contract No. 12465 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,440.00.

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.

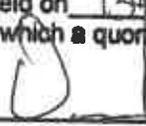
The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being Cook Systems, in the funded amount of \$2,252,440.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12465 (*solicited under Contract No. 12433*), Professional Services IS/IT, to Cook Systems in the funded amount of \$2,252,440.00 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.

  
\_\_\_\_\_  
**SVP, CFO & CAO Secretary - Treasurer**

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

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

Resolution awarding Contract No. 12433, Professional Services IS/IT, to 1Link Technology, LLC in the funded amount of \$1,910,918.00.

### **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. Seven contracts are being submitted for the 2024 contract award. Awarding this contract to multiple vendors provides MLGW with several advantages including:

**Increased competition** – Each vendor will strive to provide better quality, services and pricing to maintain or increase their share of the business.

**Access to specialized expertise** – Different vendors have unique expertise in specific areas. Multiple vendors allow MLGW to tap into the specialized skills and knowledge ensuring we receive the best solution for our needs.

**Diversification of Risk** – Multiple vendors allow MLGW to reduce the risk associated with depending on a single vendor. If one vendor fails to deliver or faces issues, we will have others to choose from, mitigating the impact on MLGW.

These contracts provide professional staffing for Information Systems and other areas needing computer, engineering, accounting/finance skills and custom technology solutions. The contracts are used to quickly staff hard to fill positions, provide backup for critical areas, provide temporary expertise on projects, training, knowledge transfer and to handle workload fluctuations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12433, Professional Services IS/IT, to 1Link Technology, LLC in the funded amount of \$1,910,918.00 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 provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects; and

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being 1Link Technology, LLC, in the funded amount of \$1,910,918.00. Proposals were evaluated based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12433, Professional Services IS/IT, to 1Link Technology, LLC in the funded amount of \$1,910,918.00 as approved.**

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 15, 2023**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the award of Contract No. 12433, Professional Services IS/IT, to 1Link Technology, LLC in the funded amount of \$1,910,918.00.

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.

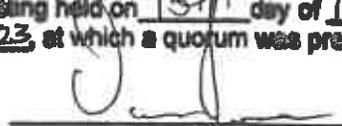
The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on June 13, 2023. MLGW solicited proposals from 24 firms and received 21 proposals on July 12, 2023; of which, two (2) proposals were not considered for award. One (1) was deemed non-responsive for not meeting the Supplier Diversity goal and the other was disqualified due to not following the RFP submission instructions. Contracts are being awarded to the highest ranked seven (7) staffing firms, with one (1) being 1Link Technology, LLC, in the funded amount of \$1,910,918.00. Proposals were based on the following criteria: 1) Compensation (rates); 2) Reference survey; and 3) Number of years in the IT staffing business. The term of this contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. 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. 12433, Professional Services IS/IT, to 1Link Technology, LLC in the funded amount of \$1,910,918.00 as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15th day of November, 2023, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution approving Change No. 1 to Contract No. 12151, Line Clearance Minor with ABC Professional Tree Services, Incorporated to ratify the approval of invoice payments, based on agreed-upon emergency rates, in the funded amount of \$2,148,556.23.

### **2. Additional Information**

The project scope is to trim and/or remove all trees and brush; trim trees in drop crotch and lateral cut trimming methods; perform other utility forestry services, including chemical spraying, transmission right-of-way clearing and mowing, clean-up, and disposal of materials; and to provide clearance for the wires of MLGW. This change is to ratify the approval of invoice payments for emergency line clearance during the July 18, 2023 storm restoration event.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 approved Change No. 1 to Contract No. 12151, Line Clearance Minor with ABC Professional Tree Services, Incorporated to ratify the approval of invoice payments, based on agreed-upon emergency rates, in the funded amount of \$2,148,556.23, and is now recommending to the Council of the City of Memphis that it approves said ratification as approved; and

WHEREAS, the project scope is to trim and/or remove all trees and brush; trim trees in drop crotch and lateral cut trimming methods; perform other utility forestry services, including chemical spraying, transmission right-of-way clearing and mowing, clean-up and disposal of materials; and to provide clearance for the wires of MLGW. The location will be defined by Division work order within Memphis and Shelby County, Tennessee. This change is to ratify the approval of payment, based on agreed-upon emergency rates, for off-system line clearance emergency crews utilized during the July 18, 2023 storm restoration event totaling \$2,148,556.23. The emergency rates were essential in providing crews to assist during storm restoration efforts. The contract term will remain July 1, 2022 through June 30, 2024. This ratification of payment authorizations complies with all applicable laws and policies. The new contract value is \$32,188,708.47; 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. 12151, Line Clearance Minor with ABC Professional Tree Services, Incorporated to ratify the approval of invoice payments, based on agreed-upon emergency rates, in the funded amount of \$2,148,556.23 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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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. 12151, Line Clearance Minor with ABC Professional Tree Services, Incorporated to ratify the approval of invoice payments, based on agreed-upon emergency rates, in the funded amount of \$2,148,556.23.

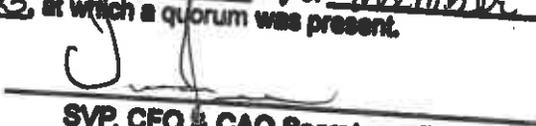
The project scope is to trim and/or remove all trees and brush; trim trees in drop crotch and lateral cut trimming methods; perform other utility forestry services, including chemical spraying, transmission right-of-way clearing and mowing, clean-up, and disposal of materials; and to provide clearance for the wires of MLGW. The location will be defined by Division work order within Memphis and Shelby County, Tennessee. This change is to ratify the approval of invoice payments, based on agreed-upon emergency rates, for off-system line clearance emergency crews utilized during the July 18, 2023 storm restoration event totaling \$2,148,556.23. The emergency rates were essential in providing crews to assist during storm restoration efforts. The contract term will remain July 1, 2022 through June 30, 2024. This ratification of payment authorizations complies with all applicable laws and policies. The new contract value is \$32,188,708.47.

**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. 12151, Line Clearance Minor with ABC Professional Tree Services, Incorporated to ratify payment authorizations in the funded amount of \$2,148,556.23, as outlined in the foregoing preamble, is approved; and further,**

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

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 19<sup>th</sup> day of November 2023, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12446 (solicited under Contract No. 12407), Environmental Abatement Services to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00. The term of the contract is for one year from the Notice to Proceed with an option of four annual renewals.

### **2. Additional Information**

The project scope is to provide on an "as-needed" basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB's), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12446 (solicited under Contract No. 12407), Environmental Abatement Services to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00 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 to provide on an "as-needed" basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB's), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment; and

WHEREAS, the Request for Proposal was advertised in the Memphis Daily News publication and posted using MLGW's On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, of which 17 vendors attended. Two (2) proposals were received on March 2, 2023. MLGW will enter into separate contracts with the two (2) firms, with one being awarded to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00; and

WHEREAS, proposals were evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of both contracts are for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. These awards comply 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. 12446 (solicited under Contract No. 12407), Environmental Abatement Services to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00 for the total not-to-exceed as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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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. 12446 (solicited under Contract No. 12407), Environmental Abatement Services to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00.

The project scope is to provide on an “as-needed” basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB’s), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment.

The Request for Proposal was advertised in the Memphis Daily News publication and posted using MLGW’s On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, of which 17 vendors attended. Two (2) proposals were received on March 2, 2023. MLGW will enter into separate contracts with the two (2) firms, with one being awarded to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00.

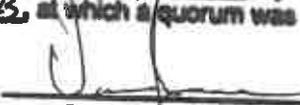
Proposals were evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of the contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. These awards comply 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 12446 (solicited under Contract No. 12407), Environmental Abatement Services to Northwest Contracting Services, Incorporated in the funded not-to-exceed amount of \$5,500,000.00; as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15th day of November, 2023, at which a quorum was present.

  
\_\_\_\_\_  
**SVP, CFO & CAO Secretary - Treasurer**

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

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

Resolution awarding Contract No. 12407, Environmental Abatement Services to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00. The term of the contract is for one year from the Notice to Proceed with an option of four annual renewals.

### **2. Additional Information**

The project scope is to provide on an "as-needed" basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB's), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 awarded Contract No. 12407, Environmental Abatement Services to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00 and is now recommending to the Council of the City of Memphis that is approves said award as proposed; and

WHEREAS, the project scope is to provide on an "as-needed" basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB's), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment; and

WHEREAS, the Request for Proposal was advertised in the Memphis Daily News publication and using MLGW's On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, of which 17 vendors attended. Two (2) proposals were received on March 2, 2023. MLGW will enter into separate contracts with the two (2) firms; with one (1) being awarded to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00; and

WHEREAS, proposals were evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of the contracts is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. These awards comply 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. 12407, Environmental Abatement Services to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00 for the total not-to-exceed as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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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. 12407, Environmental Abatement Services to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00.

The project scope is to provide on an “as-needed” basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB’s), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment.

The Request for Proposal was advertised in the Memphis Daily News publication and using MLGW’s On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, of which 17 vendors attended. Two (2) proposals were received on March 2, 2023. MLGW will enter into separate contracts with the two (2) firms; with one (1) being awarded to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00.

Proposals were evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of the contract is for a period of one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. These awards comply 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 12407, Environmental Abatement Services to General Construction Services in the funded not-to-exceed amount of \$1,500,000.00; as outlined in the above 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 adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ <sup>special</sup> meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.

  
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SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution approving the ratification of an increase in the amount of \$4,856.00 for Purchase Order Number 7044531 to Prime Controls, LP for distributed process control panels to cover additional price increases.

### **2. Additional Information**

On March 15, 2023, the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of distributed process control panels for McCord Pumping Station in the amount of \$479,715.86. The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at McCord Pumping Station. Additional funds of \$4,856.00 are requested to cover additional price increases. The additional funds are needed because of increases in raw materials due to the current market volatility with the supply chain. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 approved ratification of increase for Purchase Order Number 7044531 for distributed process control panels and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2023 fiscal year budget; and

**WHEREAS**, on March 15, 2023 the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of distributed process control panels for McCord Pumping Station in the amount of \$479,715.86. The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at McCord Pumping Station. Additional funds of \$4,856.00 are requested to cover additional price increases. The additional funds are needed because of increases in raw materials due to the current market volatility with the supply chain. All existing terms and conditions will remain the same. This ratification 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 ratification of Purchase Order Number 7044531 to Prime Controls, LP in the amount of \$4,856.00 chargeable to the MLGW 2023 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 15, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of increase for Purchase Order Number 7044531 to Prime Controls, LP for distributed process control panels.

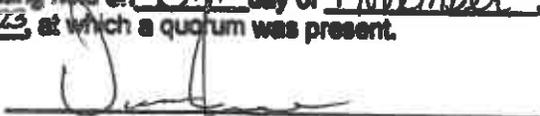
On March 15, 2023 the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of distributed process control panels for McCord Pumping Station in the amount of \$479,715.86. The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at McCord Pumping Station. Additional funds of \$4,856.00 are requested to cover additional price increases. The additional funds are needed because of increases in raw materials due to the current market volatility with the supply chain. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

The 2023 budgeted amount for Water Pumping Stations is \$19,938,000.00; the amount spent to date is \$5,541,760.95; leaving a balance available of \$14,396,239.05 to be spent; of which \$4,856.00 will be spent on this purchase order in 2023; leaving a balance of \$14,391,383.05 after award; and

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

THAT, it approves the ratification of Purchase Order Number 7044531 to Prime Controls, LP for distributed process control panels as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular special meeting held on 15th day of November, 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding Contract No. 12408, Environmental Consulting Services to BH&M Environmental Consultants, Incorporated in the funded not-to-exceed amount of \$11,000,000.00.

### **2. Additional Information**

The project scope is to provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis to include, but not be limited to, emergency response to releases and spills of hazardous materials; environmental sampling, monitoring and reporting; environmental assessments, remediation of environmental contaminants, e.g., lead, asbestos, PCB, mold; worker exposure assessments, environmental permitting, compliance management plans and technical reports.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023, awarded Contract No. 12408, Environmental Consulting Services to BH&M Environmental Consultants, Incorporated in the funded not-to-exceed amount of \$11,000,000.00, 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 provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis; and

WHEREAS, the Request for Proposal was advertised in the Memphis Daily News publication and using MLGW's On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, which 17 vendors attended. One (1) proposal was received on March 13, 2023 from BH&M Environmental Consultants, Incorporated in the amount of \$11,000,000.00. The proposal was evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of this contract is for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. The 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. 12408, Environmental Consulting Services to BH&M Environmental Consultants, Incorporated in the funded not-to-exceed amount of \$11,000,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 15, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the award of Contract No. 12408, Environmental Consulting Services to BH&M Environmental Consultants, Incorporated in the funded not-to-exceed amount of \$11,000,000.00.

The project scope is to provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis.

The Request for Proposal was advertised in the Memphis Daily News publication and using MLGW's On-Line Bid Notification System on January 26, 2023. MLGW solicited proposals from (48) firms and held an optional orientation meeting on February 2, 2023, which 17 vendors attended. One (1) proposal was received on March 13, 2023 from BH&M Environmental Consultants, Incorporated in the amount of \$11,000,000.00. The proposal was evaluated on the following criteria: 1) Relevant experience; 2) Ability to perform the Work to Schedules, 3) Environmental and Safety Conformances; 4) References; and 5) Cost. The term of this contract is for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal options. The 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. 12408, Environmental Consulting Services to BH&M Environmental Consultants, Incorporated in the funded not-to-exceed amount of \$11,000,000.00, as outlined in the foregoing preamble, is approved and further,

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

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 ~~regular~~ special meeting held on 15th day of November, 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution awarding a purchase order to Engineered Sealing Components LLC., for arm apitong dead-ends 96" in the amount of \$701,710.00.

### **2. Additional Information**

The apitong arm is a brace-less crossarm used to support the wire dead-end or where the wire stops. The arm is strong enough to support the wire with no braces without a counterbalance on the back side and below the crossarm. The arm apitong dead-ends are needed to maintain the overhead electrical system. The dead-ends will be used for planned jobs, unforeseen emergencies, to assemble storm kits, and replenish inventory.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 approved a purchase order for arm apitong deadends 96” and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2023 fiscal year budget; and

**WHEREAS**, the apitong arm is a brace-less crossarm used to support the wire deadend or where the wire stops. The arm is strong enough to support the wire with no braces without a counterbalance on the back side and below the crossarm. The arm apitong deadends are needed to maintain the overhead electrical system. The deadends will be used for planned jobs, unforeseen emergencies, to assemble storm kits, and replenish inventory; and

**WHEREAS**, bids were opened on September 20, 2023. Notice to Bidders was advertised. Ten bids were solicited, and seven bids were received with the lowest and best complying bidder in accordance with MLGW’s Local Bidding Preference Policy being the firm of Engineered Sealing Components LLC. 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 arm apitong deadends 96” from Engineered Sealing Components LLC in the amount of \$701,710.00 chargeable to the MLGW 2023 fiscal year budget.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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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 Engineered Sealing Components LLC in the amount of \$701,710.00 for arm apitong deadends 96”.

The apitong arm is a brace-less crossarm used to support the wire deadend or where the wire stops. The arm is strong enough to support the wire with no braces without a counterbalance on the back side and below the crossarm. The arm apitong deadends are needed to maintain the overhead electrical system. The deadends will be used for planned jobs, unforeseen emergencies, to assemble storm kits, and replenish inventory.

Bids were opened on September 20, 2023. Notice to Bidders was advertised. Ten bids were solicited, and seven bids were received with the lowest and best complying bidder in accordance with MLGW’s Local Bidding Preference Policy being the firm of Engineered Sealing Components LLC. This award complies with all applicable laws and policies.

The 2023 budgeted amount for Emergency Maintenance is \$6,198,000.00; the amount spent-to-date is \$5,036,477.99; leaving a balance of \$1,161,522.01; of which \$701,710.00 will be spent on this purchase order in 2023; leaving a balance of \$459,812.01 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 Engineered Sealing Components LLC is approved for furnishing:**

1,000 — Arm Apitong deadend 96" for aerial tap spread; assembly, 2-11/16" x 5-1/2", apitong wooden deadend arm. Arm is to be treated with Penta, supplied and assembled with hardware kit, wood arm fixed to a pole gain. Length of arm is to be 96" with 84" between the outside;

Totaling \$701,710.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery in 1 week; terms net 30 days.

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~~ <sup>special</sup> meeting held on 15<sup>th</sup> day of November 2023, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution approving the ratification of Purchase Order Number 7047013 to Dejana Truck & Utility Equipment Company LLC for single reel cable puller trailer in the amount of \$370,010.00.

### **2. Additional Information**

The single reel cable puller trailer is used to pull heavy duty lead cable from underground. The trailer has the functionality to position over the excavation, attach cable to the reel, and pull/wind the cable from the hole to the reel. The single reel cable puller trailer has been defined as sole source material by MLGW's Transportation Department because this is the only equipment that meets the specifications and use of other equipment could potentially pose a safety concern. Dejana Truck & Utility Equipment Company LLC is the sole provider of the single reel cable puller trailer.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 15, 2023 approved the ratification of Purchase Order Number 7047013 to Dejana Truck & Utility Equipment Company LLC for single reel cable puller trailer in the amount of \$370,010.00, and is now recommending to the Council of the City of Memphis that it approves ratification as approved in the 2023 fiscal year budget; and

**WHEREAS**, a bid was opened on July 12, 2023 for single reel cable puller trailer from Dejana Truck & Utility Equipment Company LLC in accordance with MLGW's Sole / Single Source Policy. The single reel cable puller trailer is used to pull heavy duty lead cable from underground. The trailer has the functionality to position over the excavation, attach cable to the reel, and pull/wind the cable from the hole to the reel. The single reel cable puller trailer has been defined as sole source material by MLGW's Transportation Department because this is the only equipment that meets the specifications and use of other equipment could potentially pose a safety concern. Dejana Truck & Utility Equipment Company LLC is the sole provider of the single reel cable puller trailer. This award complies with all applicable laws and policies.

**WHEREAS**, the bidder could only hold pricing for 30 days due to increases in raw material/parts used to fabricate the trailer. To ensure price protection and guarantee the delivery of a single reel cable puller trailer, Purchase Order Number 7047013 was issued to Dejana Truck & Utility Equipment Company LLC and approval is needed to ratify the purchase order. This ratification complies with all applicable laws and policies.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved ratification of Purchase Order Number 7047013 for single reel cable puller trailer in the amount of \$370,010.00 chargeable to the MLGW 2023 fiscal year budget.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 15, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approve the ratification of Purchase Order Number 7047013 to Dejana Truck & Utility Equipment Company LLC for single reel cable puller trailer in the amount of \$370,010.00.

A bid was opened on July 12, 2023 for single reel cable puller trailer from Dejana Truck & Utility Equipment Company LLC in accordance with MLGW's Sole / Single Source Policy. The single reel cable puller trailer is used to pull heavy duty lead cable from underground. The trailer has the functionality to position over the excavation, attach cable to the reel, and pull/wind the cable from the hole to the reel. The single reel cable puller trailer has been defined as sole source material by MLGW's Transportation Department because this is the only equipment that meets the specifications and use of other equipment could potentially pose a safety concern. Dejana Truck & Utility Equipment Company LLC is the sole provider of the single reel cable puller trailer. This award complies with all applicable laws and policies.

The bidder could only hold pricing for 30 days due to increases in raw material/parts used to fabricate the trailer. To ensure price protection and guarantee the delivery of a single reel cable puller trailer, Purchase Order Number 7047013 was issued to Dejana Truck & Utility Equipment Company LLC and approval is needed to ratify the purchase order. This ratification complies with all

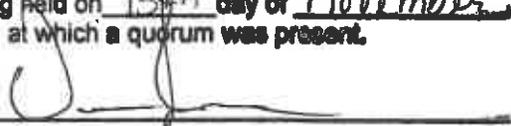
applicable laws and policies.

The 2023 budgeted amount for Transportation - Vehicle Acquisition and Training is \$6,936,000.00; the amount spent year to date is \$874,167.50; leaving a balance available of \$6,061,832.50; of which \$370,010.00 will be spent on this purchase order; leaving a balance of \$5,691,822.50 after award; and

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

THAT, it approve the ratification of purchase order number 7047013 with Dejana Truck & Utility Equipment Company LLC for single reel cable puller trailer as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO [ARTICLE XI, § 9](#) OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO PARTISAN ELECTIONS FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS AND TO REPEAL ALL PROVISIONS OF THE CITY’S CHARTER INCONSISTENT WITH THIS AMENDMENT

**WHEREAS**, the Tennessee Code Annotated § 2-13-208, provides that municipal elections shall be nonpartisan unless the municipality's charter specifically permits partisan elections. When a municipality's charter allows partisan elections, political parties may nominate candidates for municipal office by using the primary election provisions of Title 2 of Tennessee Code Annotated (the “Election Code”) or as otherwise authorized by the rules of the party; and

**WHEREAS**, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by [Article XI, Section 9](#) of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of permitting partisan elections for the Offices of the Mayor and Memphis City Council Members.

[Section 1](#). Proposed Amendment Authorized.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESEE**, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on August 1, 2024, and which shall be held at least sixty (60) days after such publication.

[Section 2](#). Publication of Home Rule Amendment as required by Tennessee Constitution.

**BE IT FURTHER ORDAINED**, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

[Section 3](#). Certification and Delivery to Election Commission.

**BE IT FURTHER ORDAINED**, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on August 1, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

[Section 4.](#) Proposal and preference.

**BE IT FURTHER ORDAINED,** That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 1st day of August, 2024, which question shall read as follows:

“ Shall the Charter of the City of Memphis be amended to read:

‘ Elections for the Offices of Mayor and Memphis City Council Members shall be partisan, such that political parties, including but not limited to the Democratic and Republican parties, may nominate candidates for the offices of Mayor and Memphis City Council Members by using the primary election provisions of the Tennessee Election Code or as otherwise authorized by the rules of the party. All provisions of the Charter that are inconsistent with this charter amendment are repealed.’ ?

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

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

[Section 5.](#) Effective Date of Charter Amendment.

**BE IT FURTHER ORDAINED,** That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 1st day of August, 2024, the public welfare, requiring it.

[Section 6.](#) Certification of Results.

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

[Section 7.](#) **BE IT FURTHER ORDAINED,** That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 1st day of August, 2024, if any.

[Section 8.](#) Nonconflicting - Conflicting Laws.

**BE IT FURTHER ORDAINED,** That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated,

and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

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

Section 11. Enactment of Referendum Ordinance.

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

CHAIRMAN:  
Martavius Jones

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

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO ARTICLE XI, § 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO APPLICATION OF CITY CHARTER REFERENDUM ORDINANCE NO. 1794 TO CITY MUNICIPAL ELECTIONS

WHEREAS, by decree of the United States District Court, the Court found that the majority run-off provision in the City's Charter, Referendum Ordinance No. 1794, with regard to the City's offices of Mayor, city judges and the then existing six at large council seats caused minority vote dilution denying black citizens of Memphis the same opportunity as white citizens to elect representatives of their choice;

WHEREAS, the same court entered a separate consent decree approving a remedy with regard to the application of the majority run-off provision in the City's Charter with regard to the offices of the City Council, which was ratified by the citizens of Memphis in Referendum Ordinance No. 4346 on November 5, 1996;

WHEREAS, in the thirty-two years following the 1991 federal court decree, the City Council has not heretofore proposed any referendum with regard to the application of the majority run-off provision in the City's Charter, Referendum Ordinance No. 1794, to the office of Mayor;

WHEREAS, due to large number of persons that qualified for election in the October 5, 2023 City general municipal for the Office of Mayor, it is deemed necessary to insure that a winning candidate for the Office of Mayor obtain a majority of the votes cast in the general election or run-off, if necessary, to prevent a Mayor being elected by a small plurality of the votes cast in the general election;

WHEREAS, it is deemed advisable to allow the citizens of Memphis to decide whether continuation of the exclusion of the Office of Mayor from the application of the majority run-off provision in the City's Charter, Referendum Ordinance No. 1794, is in the best interests of the citizens of the City of Memphis.

Section 1. Proposed Amendment Authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on November 5, 2024, and which shall be held at least sixty (60) days after such publication.

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on November 5, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 5th day of November, 2024, which question shall read as follows:

"Shall the Charter of the City of Memphis be amended to provide that the majority run-off provision in the City's Charter, Referendum Ordinance No. 1794, shall apply to any election for the office of Mayor."

*I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have \_\_\_\_\_ impact on the annual revenues and expenditures of the City.*

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

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 5th day of November, 2024, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall

see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 5th day of November, 2024 and for the cost of seeking a declaratory judgment as to the enforceability of proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

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

Section 9. Severability.

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

Section 10. Publication as Required by the City Charter.

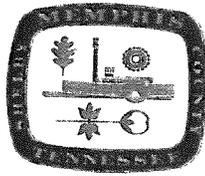
BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

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

SPONSORS:  
JB Smiley, Jr.  
Cheyenne Johnson  
Rhonda Logan  
Dr. Jeff Warren

**MARTAVIUS JONES  
CHAIRMAN**



## Memphis City Council Summary Sheet

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

A Resolution approving a 5 year lease to BLOC Ministries, Inc. for the use of City owned property located at 1720 RKS Commercial Cove in Memphis, Tennessee 38114. Sponsored by Administration.

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

Executive - Administration

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

N/A

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

District 4 and Super District 8

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

N/A

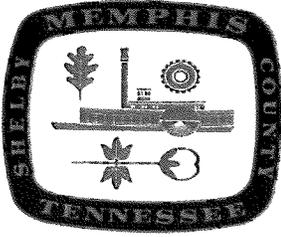
**6. State whether this requires an expenditure of funds/requires a budget amendment**

This lease 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

City Council Resolution



**A Resolution approving a 5 year lease to BLOC Ministries, Inc. for the use of City owned property located at 1720 RKS Commercial Cove in Memphis, Tennessee 38114**

**Whereas** the City of Memphis owns the property located at 1729 RKS Commercial Cove;

**Whereas**, BLOC Ministries, Inc. desires to lease the City owned facility for the benefit and use of underprivileged youth. The 901 BLOC Squad is an Intervention program in the City of Memphis in which the mission is to equip, empower, and bridge the gap of at-risk youth and their families. They respond to the condition of the neighborhoods, provide case management for at-risk girls and boys, and does one-to-one mentoring to understand their needs and to assist with changing their behaviors so that they can pursue a productive life; and

**Whereas**, the Administration has approved this request and has requested Real Estate to draft an agreement to lease this City owned property to the aforementioned organization; and

**Whereas** it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered to provide safe parking for citizens and subject to the terms and conditions set forth in the Lease Agreement and City Ordinance 2-16 (J).

**Now, therefore, be it resolved** by the Council of the City of Memphis that the request for BLOC Ministries, Inc. to lease the above-described property is hereby approved subject to the City Ordinance 2-16 (J) which states in part, "any lease or license agreement two years or more shall be considered a conveyance and shall be submitted to City Council for approval, except for right of entry agreements, encroachment agreements, and easement agreements. Any extensions or renewals bringing the total term to two years or more shall be included as a conveyance."

**BE IT FURTHER RESOLVED**, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the lease agreement and shall initiate any request or any other documents needed to finalize the agreement, and the Mayor of the City of Memphis is hereby authorized to execute said lease agreement or any other documents necessary to fulfill this request to lease from the City.



## Memphis City Council Summary Sheet

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

A Resolution requesting the approval for the sale of a tax sale property located at 2420 Dexter Avenue, Memphis Shelby County, Tennessee 38108 and further described as Parcel ID# 042036 00047.

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

General Services

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

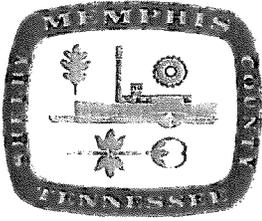
This item does not require a change to an existing ordinance.

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

This item does not require a new contract or amend an existing contract.

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

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



**A Resolution approving the sale of a city owned property known as 2420 Dexter Avenue, Memphis, TN 38108, Parcel ID# 042036 00047**

**WHEREAS**, the City of Memphis owns the property located at 2420 Dexter Avenue, Memphis, TN 38108 (“The Property”) and is further identified by Shelby County Tax Assessor as Parcel ID# 042036 00047 containing 0.101 acres, more or less; and

**WHEREAS**, 2420 Dexter Avenue was acquired by the City of Memphis through a Tax Sale in 2018 and the sale of the subject parcel will increase the General funds and eliminate blight and maintenance costs for the City of Memphis; and

**WHEREAS**, Selma Brinson, Bessie L. Brinson and Patricia Frison, adjacent property owners, submitted an offer of Two Thousand Dollars (\$2,000.00) along with a Two Hundred Dollar (\$200.00) Earnest Money deposit to the City of Memphis Real Estate Office; and

**WHEREAS**, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637 section 2-16-1(F).

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that the offer made by Selma Brinson, Bessie L. Brinson and Patricia Frison for the above-described property is hereby accepted subject to the City Ordinance 5637, section 2-16-1(E) which states in part, “The city real estate manager shall be authorized to convey property to a selected adjacent property owner, without necessity of competitive bidding, for approval by the city council with one reading, which reading shall be final.”

**BE IT FURTHER RESOLVED**, that subject to the Ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.

## CITY COUNCIL RESOLUTION

**Resolution to approve the 2024 increase in electric revenues of 4.0%, to be effective with meters read on Cycle 1 of the January 2024 revenue month on a non-prorated basis, the 2025 increase in electric revenues of 4.0% to be effective with meters read on Cycle 1 of the January 2025 revenue month on a non-prorated basis, and the 2026 increase in electric revenues of 4.0% to be effective with meters read on Cycle 1 of the January 2026 revenue month on a non-prorated basis.**

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**WHEREAS**, pursuant to Chapter 381 of the Private Acts of 1939, and City of Memphis Charter Section 680, authority is granted to the governing body of the City of Memphis to convene as a Ratemaking Board for the purpose of determining changes in electric rates; and

**WHEREAS**, the Memphis Light, Gas and Water Division has made application under said sections for the Council to hold a public hearing, at which time the Council will convene as a Ratemaking Board to consider approval by the Council of revisions to the schedule of electric rates adopted and recommended by the Board of Commissioners of MLGW; and

**WHEREAS**, the City Council, as authorized by the City's Charter, convened a public hearing as a Ratemaking Board for the purpose of considering approval of revisions in the schedule of electric rates adopted and recommended by the Board of Commissioners of MLGW.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis, properly convened and sitting as a Ratemaking Board pursuant to the City Charter's Ratemaking Provisions and the Charter as a whole, that the rate application of the Memphis Light, Gas and Water Division consisting of correspondence and exhibits filed herewith and the resolution of the Board of Light, Gas and Water Commissioners

establishing said rates ("MLGW Rate Application") is hereby approved and the schedules of electric rates RS, RS-TOU, GSA, MSA, LS, DPS, TGS and TMS (excluding the pass-through effects of TVA Wholesale Power Cost changes) are hereby approved and prescribed resulting in a 4.0% (\$56,712,000) increase in revenues (percentage varies between Transmission Voltage Service Level customers and other classes) on an annual basis in 2024, 4.0% (\$59,256,000) increase in revenues on an annual basis in 2025 and a 4.0% (\$61,914,000) increase in revenues on an annual basis in 2026.

**BE IT FURTHER RESOLVED**, by the Council of the City of Memphis that the aforesaid electric rate increase changes shall be effective for the Cycle 1 meter reading for the January 2024 revenue month on a non-prorated basis, the aforesaid electric rate increase changes shall be effective for the Cycle 1 meter reading for the January 2025 revenue month on a non-prorated basis and the aforesaid electric rate increase changes shall be effective for the Cycle 1 meter reading for the January 2026 revenue month on a non-prorated basis.

**BE IT FURTHER RESOLVED**, the Council expressly finds that the approval of revisions in the schedule of electric rates as set forth above are necessary to prescribe rates that will be sufficient for the Memphis Light, Gas and Water Division to pay all expenses of operation, maintenance of the electric system, reserves for working capital, renewals and replacements, casualties and other fixed charges, payments in lieu of taxes, construction and capital expenditures and reserves for safe operating margins.



## Memphis City Council Summary Sheet

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

Resolution approving the 2024 Budget of the Memphis Light, Gas and Water Division for operation and maintenance expenses and capital expenditures.

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

Memphis Light, Gas and Water Division

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

Not applicable.

**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.**

Not applicable.



A resolution to approve the 2024 Electric, Gas and Water Operations and Capital Budget.

**WHEREAS**, the Board of Light, Gas and Water Commissioners has submitted a proposed budget for the Memphis Light, Gas and Water Division for operation and maintenance expenses for the calendar year 2024, and the capital expenditures for 2024; and

**WHEREAS**, the Board of Commissioners has approved said budget and submitted to the City Council with the recommendation of the Board for approval; and

**WHEREAS**, the Council has, through its MLGW Committee and other interested members of the Council, reviewed the budget and conducted hearings thereon; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the attached 2024 Budget of the Memphis Light, Gas and Water Division for operation and maintenance expenses and capital expenditures is approved.



# City Council Item Routing Sheet

Division: MLGW

Committee: MLGW

Hearing Date: November 7, 2023

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: [Click here to enter text.](#)

Item Description: Resolution approving the 2024 Budget of the Memphis Light, Gas and Water Division for operation and maintenance expenses and capital expenditures.

Recommended Council Action: Approval of Resolution

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: MLGW Board of Commissioners approved on October 18, 2023.

Does this item require city expenditure? No

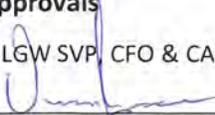
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Source and Amount of Funds:

### Approvals

MLGW SVP, CFO & CAO/Secretary-Treasurer

 \_\_\_\_\_ Date 10/24/23

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

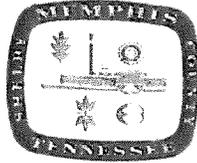
City Attorney \_\_\_\_\_ Date \_\_\_\_\_

Chief Operating Officer

\_\_\_\_\_ Date \_\_\_\_\_

Council Committee Chair

\_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

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

This is a resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768 under A/E for the PW01256 (Overton Park Trail); and allocate and appropriate \$20,692 in GO Bonds for a local match for a total of \$103,460.00

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

This project is being initiated by the Division of Engineering.

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

This project does not involve a change to an existing ordinance or resolution.

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

Capital improvements in District 7 and Super Districts 8.

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

Amends an existing grant agreement with the Tennessee Department of Transportation for PW01256 to award additional funds.

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

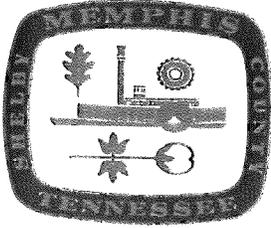
Appropriation will require an amendment to the FY24 Capital Budget to appropriate funds in the sum of \$103,460.00.

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

This request is to appropriate \$103,460.00 for the PW01256. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures.

**Council Resolution Caption (Overton Park Trail – PW01256 – Federal Grant Acceptance, Allocation, and Appropriation)**

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768 for the Overton Park Trail project- PW01256 and allocate and appropriate \$20,692 in GO Bonds for a local match.



*A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$82,768.00 for the Overton Park Trail project; and allocate and appropriate \$20,692.00 in GO Bonds for a local match.*

**WHEREAS**, the Tennessee Department of Transportation has awarded additional Federal grant funds for the Overton Park Trail project- PW01256; and

**WHEREAS** it is necessary to accept, \$82,768 in additional Federal grant funds for the Overton Park Trail project PW01256 and amend the FY24 CIP Budget; and

**WHEREAS** it is necessary to transfer and appropriate a sum of \$20,692.00 in GO Bond funds from EN01067 HSIP Coverline as a local match; and

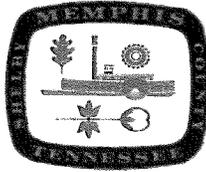
**WHEREAS** it is necessary to appropriate a total of \$103,460 for the Overton Park Trail project PW01256

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2024 Capital Budget be and is hereby amended by accepting, allocating, and appropriating Federal grant funds in the value of \$82,768.00 as well as allocating and appropriating \$20,692.00 in GO Bond funds for PW01256 – Overton Park Trail Project.

**BE IT FURTHER RESOLVED** that there be and is hereby appropriated the sum of \$103,460.00 to the Fiscal Year 2024 Capital Budget and credited as follows:

<b>Project Title:</b>	<b>Overton Park Trail Project</b>
<b>Project Number:</b>	<b>PW01256</b>
<b>Total Amount:</b>	<b>\$82,768.00.00 (Federal Grants CIP at Architecture/Engineering)</b>

<b>Project Title:</b>	<b>Overton Park Trail Project</b>
<b>Project Number:</b>	<b>PW01256</b>
<b>Total Amount:</b>	<b>\$20,692.00 (GO Bonds at Architecture/Engineering )</b>



## Memphis City Council Summary Sheet

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

For B&G Partnership to Lease approximately 3,364.78 acres; Term of 5 years 1/1/24 to 12/31/28 with two 1-year renewal options. Rent shall be \$191.14 per plantable acre per year.

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

Memphis and Shelby County Port Commission

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

This is not a change to an existing ordinance or resolution.

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

Council District 6 and Super District 8

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

New Contract

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

This does not require expenditure of funds nor a budget amendment.

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

N/A



**A RESOLUTION APPROVING THE LEASE AGREEMENT WITH  
B&G PARTNERSHIP OF LAND SITUATED IN THE PIDGEON INDUSTRIAL AREA**

**WHEREAS**, the Memphis and Shelby County Port Commission (the "Port Commission") is the owner of approximately 3,364.78 acres of crop land more or less situated in the Pidgeon Industrial Area in City of Memphis, County of Shelby, State of Tennessee of which 1,207.34 are plantable acres (the "Premises"); and

**WHEREAS**, B&G Partnership (the "Partnership") desires to lease said Premises for agricultural use pursuant to a response to a Request for Proposals issued by the Port Commission ("the Lease"); and

**WHEREAS**, The Port Commission approves the Lease of the Premises to the Partnership for the purpose as stated under the following terms and conditions:

1. The Lease shall be for a term of five (5) years commencing on January 1, 2024 and terminating on December 31, 2028. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental adjustments.

2. The rental payment shall be One Hundred Ninety-One and 14/100 Dollars (\$191.14) per plantable acre per year; and

**WHEREAS**, the Port Commission Board approved the Lease at its meeting of September 20, 2023; and

**WHEREAS**, said proposed Lease is in the best interests of the Port Commission and promotes the economic development of the Industrial Subdivision and the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS**, on recommendation of the Port Commission, that the proposed Lease Agreement with B&G Partnership is hereby approved.

City Council Resolution

**BE IT FURTHER RESOLVED,** By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

**BE IT FURTHER RESOLVED,** that this action is subject to concurrence by Shelby County.



8/24/2022

Memphis and Shelby County Port Commission  
1115 Riverside Blvd.  
Memphis, TN 38106

RE: Doug Goodman/ B & G Partnerships-insurance requirements

Dear Memphis and Shelby County Port Commission:

Enclosed is a current certificate of insurance for the above mentioned named insured. In the event the named insured wins the bid they have submitted, the insured will contact us and request all remaining requirements to be bound. Such as increased auto liability limits and Workers Compensation Coverage.

If you have any questions or concerns, please do not hesitate to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read 'TBuchanan', is written over a horizontal line.

Tricia Buckalew-Buchanan, Account Manager

RIDDLE INSURANCE

Enclosure

# MEMPHIS AND SHELBY COUNTY PORT COMMISSION INSURANCE REQUIREMENTS INFORMATION SHEET

The following information needs to be incorporated in the insurance policy and/or shown on the certificate to be provided to the Memphis and Shelby County Port Commission.

## Workers' Compensation

Workers' Compensation and Employers Liability meeting statutory limits mandated by State and Federal Laws.

## Auto Liability

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage in the amount of \$2,000,000 each accident.

## Commercial General Liability

Commercial General Liability including coverage for Premises-Operations, Independent Contractors', Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including Explosion, Collapse and Underground Hazards) in the amount of \$2,000,000 per occurrence.

## Certificate Requirements

- The Memphis and Shelby County Port Commission, The City of Memphis, The County of Shelby and the Economic Development Growth Engine (EDGE) shall be named as **additional insured**.
- Cancellation clause **30** days notice
- Cancellation clause amended as follows: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT



**RESOLUTION AUTHORIZING THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION TO ENTER LEASE WITH B&G PARTNERSHIP OF LAND SITUATED IN THE PIDGEON INDUSTRIAL AREA**

**WHEREAS**, the Memphis and Shelby County Port Commission (the “Port Commission”) is the owner of approximately 3,364.78 acres of crop land more or less situated in the Pidgeon Industrial Area in the City of Memphis, County of Shelby, State of Tennessee of which 1,207.34 are plantable acres (the “Premises”); and

**WHEREAS**, B&G Partnership (the “Partnership”) desires to lease said Premises for agricultural use pursuant to a response to a Request for Proposals issued by the Port Commission (“the Lease”); and

**NOW, THEREFORE BE IT RESOLVED BY THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THAT:**

1. The Port Commission approves the Lease of the Premises to the Partnership for the purpose as stated under the following terms and conditions:
2. The Lease shall be for a term of five (5) years commencing on January 1, 2024 and terminating on December 31, 2028. If not in default, the Partnership, upon approval by the Commission, shall have the option of renewing the Lease for two (2) additional, successive terms of one (1) year each by giving notice of the exercise of such renewal to the Port Commission not less than six (6) months prior to the expiration of the then expiring term and subject to any rental

adjustments.

2. The rental payment shall be One Hundred Ninety-One and 14/100 Dollars (\$191.14) per plantable acre per year.

3. The Port Commission recommends that the City of Memphis and the County of Shelby, as joint owners, also approve the lease.

4. The Chairman and any other officer of the Port Commission are authorized to execute any and all documents related to the Lease contemplated by this Resolution.

Approved September 20, 2023

**AGRICULTURAL LEASE AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended (the "Port Commission"), the **CITY OF MEMPHIS**, a municipal corporation, and the **COUNTY OF SHELBY, TENNESSEE** one of the counties of the State of Tennessee (collectively, "Lessors") and **B&G PARTNERSHIP**, a Kentucky partnership ("Lessee").

**W I T N E S S E T H:**

1. That Lessors, in consideration of rents and covenants herein agreed to be paid and performed by the Lessee, do hereby lease unto said Lessee for the initial term beginning January 1, 2024, and ending December 31, 2028, the following property situated in the City of Memphis, County of Shelby, Tennessee (the "Leased Premises"):

Certain tracts of land located in the Pidgeon Industrial Area by the Memphis office of the U.S. Department of Agriculture, Farm Services Agency ("FSA") within Farm number 3719. The combined Farm contains approximately 3,364.78 acres of farmland of which 1,027.34 acres is cropland as reflected on the maps attached as Exhibits "A" and "B." The cropland consists of 83.85 acres in field #3 of tract 6260 and 943.49 acres in all fields within tract 6491.

The initial term of this lease is for a period of five (5) years beginning January 1, 2024, and ending December 31, 2028. If not in default, Lessee, upon approval by Lessors, shall have the option of renewing this Agreement for two (2) additional, successive terms of one year, each by giving notice of the exercise of such renewal to Lessors not less than six (6) months

prior to the expiration of the then expiring term but subject to the rental adjustment provisions of Paragraph 2 below.

2. The Lessee agrees to pay to Lessors for the initial term and any renewal thereof as annual rent for the Leased Premises the sum of One Hundred Ninety-One and 14/100 Dollars \$191.14 per acre to be computed by Lessors on an annual rate based on the cropland acreage reported each year by the Shelby County Farm Services Agency office in Memphis, Tennessee ("FSA") with the acreage discounts described in paragraph 1.

3. (a) Payment of annual rent for each calendar year will be paid by Lessee as follows: The Lessee shall pay the amount of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) on or before the first day of January of each year during the initial term or any extension thereof with the balance due on or before the first day of the following December. The balance due shall be calculated on a year-to-year basis according to the per acre rental price described above. The first payment of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00) shall be made on or before January 1, 2024. Unless advised to the contrary in writing Lessee shall make all rental payments to the Memphis and Shelby County Port Commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all personal property taxes and/or special assessments which are now or hereafter assessed against the Leased Premises or any improvements hereafter installed by Lessee on the Leased Premises during the term of this Lease Agreement and any extended terms thereof. Lessee shall pay for all necessary utility services and all other services and installations to the Leased Premises required for its use of the premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the Leased Premises whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for any crop losses, fence damage or other damages due to its activities on the Leased Premises. The Lessee shall not drill nor install any wells on the Leased Premises without Lessor's prior written approval. The Lessee shall at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the Leased Premises and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the Leased Premises in good repair and in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted. Lessee shall, at the expiration or earlier termination of this Agreement, surrender the Leased Premises in at least as good as condition as that in which they were delivered,

normal wear and tear resulting from activities unassociated with Lessee's activities excepted.

(c) No sign of any type, except that described below in Section 4, will be placed on any portion of the Leased Premises without the express written consent of the Port Commission regarding the size, general design and placement of said sign. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Upon the expiration of this Agreement or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said Leased Premises during the term of this Agreement, and repair all damage to the Leased Premises due to the erection and subsequent removal of same.

(d) Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Agreement which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum.

4. Lessee shall use the Leased Premises solely for customary agricultural and pasturage operations, and Lessee shall not operate or permit to be operated upon the Leased Premises any type of hunting or any private or commercial fishing, or permit the operation of any facilities for any type of fishing or hunting. Lessee shall post "No Hunting" signs so as to adequately serve notice that no hunting is allowed. Controlled hunting under any circumstances requires written consent of the Port Commission, which may be approved or denied in the sole discretion of the Lessor.

5. The Lessee will not make or permit to be made any alterations, additions, or additional permanent improvements to said Leased Premises, nor assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the Leased Premises without the Lessors' written

consent. Consent by the Lessors shall apply only to the particular transaction consented to and shall not constitute a waiver by the Lessors of the provisions of this Agreement. Any transfer or assignment of this Agreement or any interest hereunder or subleasing shall be subject to the terms of the Agreement and approval by Lessors and shall not relieve the Lessee of its liability for payment of the rent or prefinance of any covenant or other obligation imposed by Lessee by this Agreement.

6. The Lessee shall maintain all of the improvements now on the Leased Premises and return them to the Lessors at the termination of this Agreement, or any extensions thereof, in as good condition as when received, reasonable wear and tear and damage by fire, unless caused by Lessee's negligence, or the elements or Acts of God, excepted. The type of farming conducted on the Leased Premises shall be determined by Lessee and at the same time will not be destructive to the fertility of the Leased Premises as determined by Lessor. However, Lessee shall till all arable land on the Leased Property at least one (1) time per year whether or not a crop is produced unless no-till planting is utilized. Lessee gives the unrestricted right to the Lessors to access all U.S. Department of Agriculture, FSA documents related to all current or future leased farmland/cropland within the Pidgeon Industrial Area. The current farm number is 3719. The Lessee shall have the right to fully utilize all Agricultural Department allotments on the acreage. So long as Lessee shall not be in default in the performance of its obligations under this Agreement, Lessors agree that they will keep Lessee in the sole, quiet and peaceful possession of said Leased Premises.

7. All improvements which are desired by Lessee and made upon the Leased Premises by Lessee, shall be installed and maintained at Lessee's expense. No alteration,

addition or improvement to the Leased Premises shall be made by the Lessee without the written consent of the Lessors. Any alterations, addition or improvements made by the Lessee after such consent shall have been given, and any fixtures installed as part hereof, at once become the absolute property of the Lessors without payment of any kind therefore. Lessee shall maintain farm roads in a manner commensurate with standard farm practices. Except as otherwise provided herein, Lessors shall not be responsible for any damage occasioned by Lessee; for loss of profits; lack of accessibility to subject premises, to equipment or otherwise by any event including flood or action of the Mississippi River or its backwaters.

8. Lessors and its agents, surveyors, and workmen may at all reasonable times during the said term hereof, enter upon the subject premises to inspect the same and to cut and remove any and all timber and other trees. Lessors shall have the right to go upon said premises at any time and perform such work thereon as it may deem advisable, which does not prevent the Lessee from carrying out the terms and conditions of this Lease.

9. No land will be cleared or timber cut regardless of size nor any wildlife habitat unnecessarily disturbed without the written consent of the Port Commission. Lessee shall commit no waste or contamination of the Leased Premises and shall not dispose of petroleum products or agricultural chemicals in an unauthorized or unlawful manner and it shall be its duty and right to prevent the use of any portion of the Leased Premises by unauthorized persons. Lessee shall have no rights or claim to the shoreline along the Mississippi River.

10. Lessee shall indemnify, protect and hold harmless the Lessors against all liability, loss, costs, damage, expense or penalty sustained by Lessors, including attorneys' fees and other expenses of litigation arising, including that:

(a) For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, County and City, including, but not limited to, a violation of Applicable Environmental Laws, as defined herein in Section 16 by Lessee or its employees or agents or of those holding or occupying under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance or repair of the Leased Premises or any part thereof, by Lessee or its employees or agents or by any person or persons holding or occupying under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of the Leased Premises or improvements or any part thereof by Lessee or its employees or agents or by any other person or persons holding or occupying under or employed by Lessee for any purpose inconsistent with the provisions of this Lease.

(d) Against all liens and charges of any and every nature that may at any time be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this under this Lease, except that Lessee shall not be liable for any income tax that may be imposed on Lessors as a result of Lessee's payment of rent to Lessors .

(e) Arising out of, or directly or indirectly due to, any failure of Lessee in any respect promptly and faithfully to satisfy their obligations under this Agreement.

11. Lessee also shall indemnify Lessors against all liens and charges of any and every nature that may at any time be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Agreement.

12. (a) Lessee at its own risk and expense, during the period of this Lease or any extended term of this Agreement, shall provide liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000) combined single limits covering property damage and bodily injury with the CITY OF MEMPHIS, COUNTY OF SHELBY, ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE (EDGE) and the MEMPHIS AND SHELBY COUNTY PORT COMMISSION named as an additional insured with equal coverage; this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or any sublessee's operations on the Leased Premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies satisfactory to the Port Commission.

(b) Within thirty (30) days prior to the commencement of this Agreement, the Lessee shall deliver to Lessors certificates of insurance certifying that such insurance is in full force and effect and naming Lessors as additional insured.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty (30) days' notice to the Lessors of any change or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and the payment of premium.

13. Lessors reserve the right of ingress and egress over and across the Leased Premises for property protection, maintenance, and showing sites to prospective industrial users. This Lease is subject to any existing easements or uses of record in the Register's Office of Shelby County, Tennessee, and the rights of ingress and egress are reserved for the holders of these easements.

14. (a) If the whole of the Leased Premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession was taken by such public authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the Leased Premises, or any part thereof, is partially taken or condemned for any public use or purpose by any legally constituted authority, but

not thereby rendered unsuitable for the purposes for which leased, then Lessee shall receive a fair and proper abatement of rental from and after the time when possession was taken by such public authority.

15. Should the Lessors need any portion of the Leased Premises in connection with the development, operation, management and control of any of the properties under the jurisdiction of the Memphis and Shelby County Port Commission prior to the termination of the Agreement, any portion of the Leased Premises so required shall be surrendered immediately by the Lessee upon receipt of written notice and an adjustment in rent shall be made. If such surrender occurs, Lessors shall pay Lessee the fair market value of any unharvested crops located on Leased Premises and planted by Lessee during the current year only and, upon such payment, all such unharvested crops shall become the property of the Lessors.

16. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Leased Premises and the use there of or any part thereof, including, without limitation, 42 U.S.C. § 9601 *et seq.*, 42 U.S.C. § 6901 *et seq.*, 33 U.S.C. § 1251 *et seq.*, T.C.A. § 68-212-201 *et seq.*, T.C.A. § 68-212-101 *et seq.*, T.C.A. § 68-215-101 *et seq.*, T.C.A. § 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations. Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, *e.g.*, Statutes and Regulations and the

Applicable Environmental Common Law together are referred to herein as the "Applicable Environmental Laws." Lessee covenants that all reporting requirements of Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession under the Agreement.

17. In case Lessee, during the term of this Lease, shall cause a default hereunder by committing one or more of the following:

- (a) file a voluntary petition in bankrupt or if proceedings be instituted by anyone else to adjudge Lessee a bankrupt; or
- (b) make an assignment for the benefit of creditors; or
- (c) be adjudicated a bankrupt; or
- (d) be declared insolvent; or
- (e) abandon the Leased Premises; or
- (f) fail to perform any material part of this Agreement including the payment of rent heretofore agreed;

and such default shall continue for fifteen (15) days after the Port Commission has given written notice of such default to Lessee, then and henceforth, in any of said events, the Port Commission at its option has the right to cancel this Lease or the Port Commission may reenter and resume possession of same, and may, at its option, relet premises as agent of Lessee but in name of Lessors and receive rent thereof, applying the same, the first, to payment of expenses to which it may be put in reentering and reletting, and then to payment of rent due by these presents, remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new lease for the same premises being permitted

without terminating Lessee's liability or obligation hereunder. The Lessee waives service of any notice of intention to reenter, or of instituting legal proceedings to that end.

18. (a) The right in the Lessors to cancel this Agreement as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

(b) If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Lease, the Lessors may immediately or at any time thereafter and without notice, perform the same for the account of the Lessee, and if the Lessors make any expenditures or incur any obligations for the payment of money in connection therewith, including, but not limited to, attorney fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessors.

19. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

21. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum.

Additionally, Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys' fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Agreement.

22. If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Lease, the Lessors may immediately or at any time thereafter and without notice, perform the same for the account of the Lessee, and if the Lessors make any expenditures or incur any obligations for the payment of money in connection therewith, including, but not limited to, attorney fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessors.

23. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

24. Until further notice of change of address, any notice in writing given under this Agreement shall be sufficient if sent by mail, postage prepaid and addressed as follows:

(a) Lessors: Chairman  
Memphis and Shelby County  
Port Commission  
1115 Riverside Boulevard  
Memphis, Tennessee 38106-2504

and

(b) Lessee: B&G Partnership  
1928 State Route 3309  
Hickman, KY 42050

25. It is specifically agreed between the parties that *this* contract and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

26. This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Lease shall be binding unless in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the representation of others or already duly authorized so to do, effective on the day and year first stated above.

[Signature Pages to Follow]

ATTEST:

LESSOR:  
MEMPHIS AND SHELBY COUNTY PORT  
COMMISSION

Sherome Jones Secretary-Treasurer By: John Turvey Chairman

APPROVED AS TO FORM:

[Signature]  
Port Commission Attorney

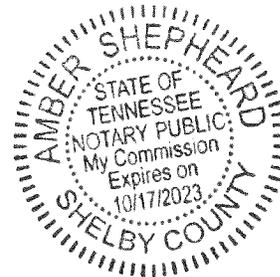
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared George Currie, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 4th day of October, 2023.

A. Shepherd  
Notary Public

My commission expires 10/17/23



ATTEST:

LESSOR:  
CITY OF MEMPHIS

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Jim Strickland, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Jim Strickland**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

LESSOR:  
COUNTY OF SHELBY

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

By: \_\_\_\_\_  
Lee Harris, Mayor

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

LESSEE:

B&G Partnership

By: Doug Goodman  
Doug Goodman, Owner/President

STATE OF Kentucky  
~~TENNESSEE~~

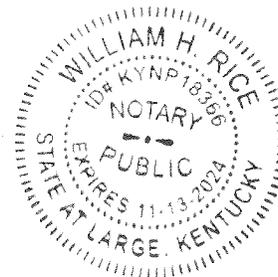
COUNTY OF Fulton

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Doug Goodman with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of **B&G Partnership**, a Kentucky partnership and that he as President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as owner.

WITNESS my hand and seal of office at 1522 Union City Hwy, this 2nd day of October, 2023. Hickman KY 42050

William H Rice  
Notary Public

My commission expires: 11/13/24



**RESOLUTION TO TRANSFER SIMMONS BANK LIBERTY STADIUM AND ALLOCATE \$120,000,000 OF STATE GRANT FUNDS FOR SPORTS FACILITIES IMPROVEMENTS TO UNIVERSITY OF MEMPHIS AUXILIARY SERVICES FOUNDATION**

WHEREAS, in early 2022, the City Administration presented to the Tennessee State Government a proposal for the planned improvements to various sports facilities throughout Memphis; and

WHEREAS, such proposal was favorably received by the State and funding in the requested amount was included in the State of Tennessee 2023 funding budget; and

WHEREAS, State Grant funding in the amount of \$350,000,000 was received by the City of Memphis for the purposes of planned improvements at various sports facilities throughout Memphis; and

WHEREAS, on October 10, 2023, a Resolution accepting the State Grant funding was approved by the Memphis City Council; and

WHEREAS, the accepted State Grant funding is being held in a separate interest bearing and investable account in order to provide maximum opportunity for return on investment while discussions were had to determine the best use and allocation of said funding in furtherance of the intended purpose; and

WHEREAS, one such recommended and anticipated use of State Grant funding is renovations and improvements of the Simmons Bank Liberty Stadium where the University of Memphis Tigers play collegiate football and where there is a well-established need for modernizing and revitalizing the existing structure; and

WHEREAS, the University of Memphis Auxiliary Services Foundation has provided an agreeable proposal to the City Administration whereby, in exchange for \$120,000,000 of the State Grant funding and conveyance of the Simmons Bank Liberty Stadium to the University of Memphis Auxiliary Services Foundation, the University of Memphis Auxiliary Services Foundation will undertake and assume all responsibility for the completion of necessary design and construction and renovation of the Simmons Bank Liberty Stadium to transform the Stadium into a modern and first-class football stadium; and

WHEREAS, the City Council recognizes that the planned improvement will assist in creating a world-class sports tourism destination and will add further value to the Memphis economy and enhance quality of life in our community; and

WHEREAS, it is the intent of the City Council to support this worthy endeavor by approving the allocation of \$120,000,000 of the State Grant funding and transfer of Simmons Bank Liberty Stadium to the University of Memphis Auxiliary Services Foundation.

NOW, THEREFORE BE IT RESOLVED that the Memphis City Council does approve the allocation of \$120,000,000 of the State Grant funding for Sports Facilities Improvements and transfer of Simmons Bank Liberty Stadium to the University of Memphis Auxiliary Services Foundation.

**RESOLUTION TO ALLOCATE \$150,000 TO THE DRIVER'S LICENSE  
REINSTATEMENT AND DIVERSION AMNESTY PROGRAM**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds). The Coronavirus Local Fiscal Recovery Funds was established to provide support to local governments (“recipients”) to respond to the impacts of COVID-19 on communities, residents, and businesses; and

**WHEREAS**, section 602(c)(1) and 603(c)(2) provides that funds may be used to:

A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;

D. To make necessary investment in water, sewer, or broadband infrastructure; and

**WHEREAS**, it is the intent of the Memphis City Council to ensure that the funds are spent in support of programs that support the vulnerable population, including those facing poverty; the Council recognizes that this group was negatively impacted by the effects of COVID-19, the ramifications of which are still being felt; and

**WHEREAS**, the Memphis City Council acknowledges that the long-term negative economic effects of conviction and imprisonment impact not only the individual, but their families and their communities; and

**WHEREAS**, to offset some of those effects, the Memphis City Council created a Driver's License Reinstatement and Diversion Amnesty Program to commemorate the 50<sup>th</sup> anniversary of Dr. Martin Luther King Jr.; and

**WHEREAS**, the Amnesty Program, in cooperation with the City Court Clerk's Office and the General Sessions Court Clerk, is designed to assist individuals that would have access to better opportunities for themselves and for their families, but for financial barriers preventing their final exit from the criminal justice system; and

**WHEREAS**, due to the previous success of the program, Memphis City Council recommends conducting the program again; and

**WHEREAS**, the program will be funded by \$50,000 in funds previously designated to ARPA funding for City Operational Premium Pay; and

**WHEREAS**, the program will also be funded by \$100,000 in funds previously allocated to Renewed Minds in Community Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Memphis city council that an amount of \$150,000 is hereby designated for the Driver's License Reinstatement and Diversion Amnesty Program so that individuals satisfying certain guidelines and program parameter are considered for assistance to clear their accounts and get them driving legally so they are able to pursue opportunities that will lead to a better financial future.

**BE IT FURTHER RESOLVED** that the Memphis City Council partners with the General Sessions Court Clerk and the City Court Clerk to identify deserving individuals meeting certain guidelines who might benefit from this program.

Sponsor:  
Rhonda Logan  
Michalyn Easter-Thomas  
JB Smiley, Jr

Chairman:  
Martavius Jones