

**WHEREAS**, on occasion the Memphis City Council has seen fit to honor organizations who have enriched the community, and **Flip My Life** is certainly a nonprofit organization worthy of recognition; and

**WHEREAS**, **Flip My Life** is a beacon of light in the City of Memphis focused on creating and cultivating an environment that focuses on restorative justice by transforming dilapidated houses into homes for individuals transitioning out of the criminal justice system; and

**WHEREAS**, the goal for the homes renovated on each season of the **Flip My Life** web series is to foster a space that contributes to the reduction in barriers for individuals that want to reintegrate into the Memphis community; and

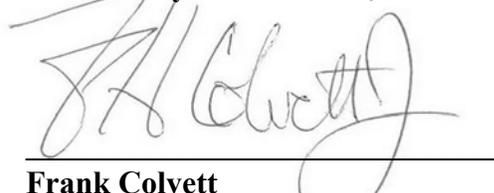
**WHEREAS**, **Flip My Life** is a sizeable project that could not be accomplished without the individuals working behind the scenes as well as featured in front of the camera, including Michael Morrison, Tim Meier, Chris Henning, Marybeth Conley and Rick Woodall; and

**WHEREAS**, the Memphis City Council offers its sincere condolences to the family of Michael Morrison, who's life was tragically cut short before he could see the fruits of his labor on **Flip My Life**.

**NOW, THEREFORE, BE IT RESOLVED**, that the Memphis City Council wholeheartedly celebrates and commends **Flip My Life** on their unwavering dedication to remedying inequities in the justice system.

**BE IT FURTHER RESOLVED**, that we extend our gratitude to all those who contributed to this organization and invite everyone to join in by watching the **Flip My Life** web series as each episode is published online.

Given by my hand and under the  
great seal of the City of Memphis  
this 21<sup>st</sup> day of November, 2023.



Frank Colvett  
Member, Memphis City Council  
District 2



RESOLUTION approving the final plat for:  
**Whitten I/40 PUD, Phase 25 Final Plat Re-record  
(with Civil Plans) QuikTrip #7154**  
and accepting Bond as security

WHEREAS, **QuikTrip Corporation**, is the Developer of a certain property in the present limits of the City of Memphis as reflected on the plat and located at 1709 Whitten Road, in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **QuikTrip Corporation**, and the City of Memphis covering the public improvements as a part of developing the property; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Whitten I/40 PUD, Phase 25 Final Plat Re-record (with Civil Plans) QuikTrip #7154** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accepts the Fidelity and Deposit Company Performance Bond **No. 9340734** in the amount of **\$85,300.00** as security for project.



RESOLUTION approving **Supplemental Agreement #1** for:  
**CR-5423 - Glide Xpress Car Wash - 7555 US Highway 64**

WHEREAS, **Max Alley Investments, LLC.**, is the Developer of a certain property within the present limits of Memphis, located at 7555 US Highway 64 in Memphis, Tennessee. and

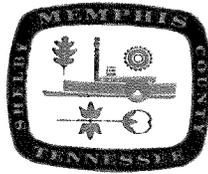
WHEREAS, the developer desires to develop the property reflected on the engineering plans;  
and

WHEREAS, attached hereto is Supplemental Agreement #1 extending the standard improvement contract, **CR-5423 - Glide Xpress Car Wash - 7555 US Highway 64**, entered into on September 13, 2022 by and between **Max Alley Investments, LLC.**, and the City of Memphis, and extend it through June 1, 2024, covering the public improvements as a part of developing the property;  
and

WHEREAS, the **U.S. Specialty Insurance Company Performance Bond No. 1001054259**, in the amount of **\$57,700.00** will remain in place, active throughout the term of the agreement and Liability Insurance has been brought to current and received.

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the **Supplemental Agreement #1 for CR#5423 - Glide Xpress (7555 US Highway 64)** is hereby approved.



## Memphis City Council Summary Sheet

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

A Resolution requesting City Council approval for the acceptance and expenditure of \$10,000 from Best Friends Animal Society for vaccine clinic funding for Memphis Animal Services.

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

Memphis Animal Services

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

NO

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

Residents of all city council districts are eligible.

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

Best Friends does not require a contract or agreement be signed for this grant.

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

No City funds are required. Funds will be provided by the Best Friends Animal Society grant.

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

n/a



A Resolution to accept grant funds in the amount of Ten Thousand Dollars (\$10,000) from Best Friends Animal Society.

**WHEREAS**, the City of Memphis has been informed by Best Friends Animal Society of its selection as a grantee organization to receive grant funds for hosting vaccine clinics; and

**WHEREAS**, Memphis Animal Services desires to fund vaccine clinics; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY 2024 Operating Budget to establish funds for the vaccine clinics; and

**WHEREAS**, it is necessary to allocate and appropriate the FY 2024 grant funds in the amount of Ten Thousand Dollars (\$10,000) for the vaccine clinics.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the grant funds for vaccine clinics in the amount of Ten Thousand Dollars (\$10,000) from Best Friends Animal Society be accepted by the City of Memphis.

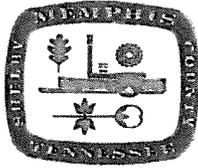
**BE IT FURTHER RESOLVED**, that the Fiscal Year 2024 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Best Friends Animal Society grant in the amount of Ten Thousand Dollars (\$10,000) as follows:

Revenue

Best Friends Animal Society	\$10,000.00
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Expenditures

Payments to Subgrantees	\$10,000.00
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## Memphis City Council Summary Sheet

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

This is a resolution to accept JAG FY23 grant funds in the amount of Five Hundred Seventy One Thousand, Five Hundred Twenty Seven dollars (\$571,527.00) from Shelby County Government to provide for police services.

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

The City of Memphis Division of Police Services is awarded this grant from the Shelby County Government.

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

This item does not change an existing ordinance or resolution.

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

All Districts

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

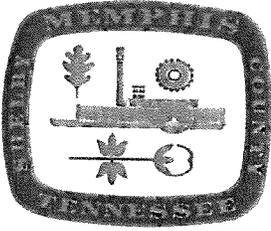
This is a new grant award pending Council approval.

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

Acceptance will require an amendment to the FY 2024 Operating Budget to appropriate the funds.

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

Not Applicable.



**A Resolution to accept grant funds in the amount of Five Hundred Seventy-One Thousand, Five Hundred Twenty-Seven dollars (\$571,527.00) from Shelby County Government through the BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program.**

**WHEREAS**, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Five Hundred Seventy-One Thousand, Five Hundred Twenty-Seven dollars (\$571,527.00) from Shelby County Government through the BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, this award will provide for funding equipment, training, and the subrecipient, Crimestoppers; and

**WHEREAS**, it is necessary to accept the grant funding and amend FY2024 Operating Budget to establish funds for the BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, it is necessary to appropriate the FY2023 grant funds in the amount of Five Hundred Seventy-One Thousand, Five Hundred Twenty-Seven dollars (\$571,527.00) Government through the BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program funds in the amount of Five Hundred Seventy-One Thousand, Five Hundred Twenty-Seven dollars (\$571,527.00) 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 BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program in the amount of Five Hundred Seventy-One Thousand, Five Hundred Twenty-Seven dollars (\$571,527.00) as follows:

<b>REVENUE</b>	
<u>Shelby County Government</u>	<u>\$571,527</u>
<b>TOTAL</b>	<b>\$571,527</b>
<b>Expenditures</b>	
Equipment	\$360,000
Crimestoppers	\$100,000
<u>Training</u>	<u>\$91,527</u>
<b>TOTAL</b>	<b>\$571,527</b>

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE CITY OF MEMPHIS, TENNESSEE AND COUNTY OF SHELBY, TENNESSEE**  
**2023 LOCAL EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the County of Shelby, hereinafter referred to as COUNTY, and the City of Memphis, Tennessee, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the CITY and COUNTY are jointly eligible to receive \$1,143,055 in 2023 Local Edward Byrne Memorial Justice Assistance Grant Funds (JAG Funds); and

**WHEREAS**, the Bureau of Justice Assistance requires that the governmental entities execute a Memorandum of Agreement identifying which jurisdiction will serve as the applicant/fiscal agent for said joint funds; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds to each entity as outlined in the attached Exhibit A; and

**WHEREAS**, each party as a governmental entity, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party as a governmental entity finds that the performance of this Agreement is in the best interests of all parties; that the undertaking will benefit the public; and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the CITY and COUNTY have agreed that the COUNTY will be the applicant for the 2023 Local Edward Byrne Memorial Justice Assistance Grant; and

**WHEREAS**, the COUNTY agrees that, if said grant funds are approved and accepted pursuant to the application, to provide the CITY the amount of JAG Funds identified in Exhibit A, outlining proposed expenditures of JAG Funds.

**NOW THEREFORE**, subject to the availability of funding by and through approval of the JAG Funds, the COUNTY and CITY hereby agree that they will enter into a subsequent collaborative agreement with the following responsibilities:

**Section 1.**

COUNTY agrees to pay CITY JAG funds as outlined in the attached Exhibit A, which shall be fully incorporated by reference herein. The amount is based upon the understanding that said JAG Funds

awarded in the total amount of \$1,143,055 must be split between the CITY and COUNTY. Should the total amount of JAG Funds awarded differ from the amount specified herein, the COUNTY agrees that said JAG Funds will be reallocated between the CITY and COUNTY on a proportionate basis. The entire amount due to CITY will be disbursed to the CITY within 45 days of the passage of a proper resolution by the Shelby County Board of Commissioners approving the grant award and accepting said JAG Funds. COUNTY agrees to use its best efforts to remit to the CITY its share of the JAG Funds upon COUNTY'S receipt of said funds in recognition of the CITY'S plans to use all or a portion of these funds immediately upon receipt for specified grant initiatives.

**Section 2.** CITY agrees to use funds from the JAG award for the grant expenditures as outlined in the attached budget through September 30, 2026; provided however that the CITY is responsible for allocation of its share of grant funds, as it deems appropriate, pursuant to the terms of the subject grant.

**Section 3.** CITY and COUNTY agree that any interest earned on the investment of JAG grant funds in an interest bearing account shall belong solely to the party in whose account said interest was earned or to the party that has been allocated said JAG funds, if the COUNTY has not distributed to the CITY its share. Further, said party shall have sole discretion concerning expenditure of such interest to the extent that such expenditure meets JAG grant expenditure guidelines.

**Section 4.** COUNTY agrees to provide to CITY a final written copy of the entire 2023 Local Edward Byrne Memorial Justice Assistance Grant Application prior to final submission. CITY shall have the right to approve, in writing, the final grant application insofar as it relates to the portion of funds allocated to CITY. Furthermore, CITY shall have the right to be present when the final 2023 Local Edward Byrne Memorial Justice Assistance Grant Application is electronically submitted to the Bureau of Justice Assistance.

**Section 5.** Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

**Section 6.** Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

**Section 7.** Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 8.** The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 10.** COUNTY hereby agrees to provide notice to the CITY of all correspondence with the Bureau of Justice Assistance concerning the administration of the JAG grant. Such notice shall be given by providing the CITY with a copy of such correspondence.

**Section 11.** The term of this Agreement shall commence immediately upon the effective date of the 2023 JAG Award and end on the 30<sup>th</sup> day of September 2026 unless otherwise extended by written Agreement between the parties. The parties agree that this Agreement applies only to the 2023 Edward Byrne JAG Program Award, and that nothing in this Agreement shall be construed to require either party to maintain similar terms and conditions for any existing and/or additional JAG Program Grant Awards.

**Section 12.** CITY and COUNTY agree that during all relevant times each will observe and comply with all applicable DOJ guidelines and the JAG grant and any other applicable federal, state, and local laws, ordinances, and regulations that affect the expenditure of said grant funds in any manner. In the event of any ambiguity or conflict in any such guidelines, contract provisions, or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the DOJ, and copy the other party.

**Section 13.** The books, records and documents of CITY, insofar as they relate to work performed or money accepted under this Agreement, shall be maintained in conformity with generally accepted accounting principles as promulgated by American Institute of Certified Public Accountants (AICPA) and these shall be subject to an audit, at any reasonable time and upon reasonable notice, by the COUNTY or its duly appointed representatives or a licensed independent certified public accountant.

**Section 14.** This Agreement will be interpreted in accordance with the laws of the State of Tennessee.

**Section 15.** CITY and COUNTY shall assure recognition of the role of the United States Department of Justice (DOJ) in providing the funding through this Agreement by including proper recognition in any related printed material as determined in the grant assurances and special conditions.

**Section 16.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part declared invalid.

**Section 17.** This Agreement may be executed in multiple counterparts of like tenor, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

**CITY OF Memphis, Tennessee**

**COUNTY OF Shelby, Tennessee**

\_\_\_\_\_  
Jim Strickland, Mayor

\_\_\_\_\_  
Lee Harris, Mayor

Approved as to Form and Legality:

Approved as to Form and Legality:

\_\_\_\_\_  
Jennifer Sink, Chief Legal Officer/  
City Attorney

\_\_\_\_\_  
Chief Legal Officer/County Attorney

**Exhibit A**

City of Memphis	\$ 571,527.00
<u>Shelby County Government</u>	<u>\$ 571,527.00</u>
<b>Total</b>	<b>\$ 1,143,055.00</b>

**A resolution to allocate and appropriate \$3,250,000 in City Council Community Grant funds to nonprofit agencies for FY24**

**WHEREAS**, the Memphis City Council desires to promote community programming and improve neighborhoods; and

**WHEREAS**, the Tennessee Code Annotated § 6-64-111, empowers the Memphis City Council to appropriate funds for the financial aid of nonprofit organizations working to promote the general welfare of Memphis residents; and

**WHEREAS**, nonprofit organizations and citizens work together to meet the needs of Memphians by extending the reach of City of Memphis services; and

**WHEREAS**, the Memphis City Council recognizes nonprofit agencies as valued partners in the continuing efforts to improve the lives of Memphians; and

**WHEREAS**, it is important to the members of the Memphis City Council to prioritize funding specialized programs congruent with the priorities of the City, which include addressing: Crime and Drug Prevention, Youth Empowerment, Economic Development, and Poverty; and

**WHEREAS**, each member gains the opportunity to individually allocate \$250,000 to ensure adequate grant awards amongst all City Council Districts ; members of the Council are afforded the opportunity to designate their full FY24 \$250,000 allotment at one time or to hold a portion of their allotment in abeyance with further consideration and distribution of their remaining funds to be decided by resolution at a later date; Council Members must allocate at least 75% of their allotment during the August 22<sup>nd</sup> Council meeting; the remaining 25% may be allocated at a later date; and

**WHEREAS**, after selecting organizations, Council Members may allocate funding during Budget Committee meetings; eligible nonprofit agencies shall receive grant awards as outlined within Attachment A, subject to final approval by the City of Memphis Finance Division.

**NOW, THEREFORE BE IT RESOLVED** that the Memphis City Council does allocate the following grant funds in accordance with Attachment A as part of the Memphis City Council Grant Program for FY24.

**THEREFORE, BE IT FURTHER RESOLVED** that the grant recipients must execute a contract with the City of Memphis Finance Division to receive their grant award and submit a Final Report for review by the City of Memphis Finance Division to remain eligible to receive grant funding in subsequent fiscal years.

Sponsor(s):  
Budget Committee

Chairman  
Martavius D. Jones

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

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

Resolution approving Change No. 9 to Contract No. 10927, Perpetual Licensing Agreement with Precisely Software, Incorporated (previously Pitney Bowes Software, Incorporated) to change and increase the contract value in the funded amount of \$100,000.00.

### **2. Additional Information**

The project scope is to provide software maintenance, license and support services for the EngageOne Application and Composition Engine. The purpose of this software is to create or change bills and letters. The initial contract was for annual software maintenance, license and support services. This change is to expand the scope of the contract to allow Precisely Professional Services to assist with analysis, upgrade, training and conversion from MLGW's current bill and letter designing application to the new EngageOne application in the funded amount of \$100,000.00.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 9 to Contract No. 10927, Perpetual Licensing Agreement with Precisely Software, Incorporated (*previously Pitney Bowes Software, Incorporated*) to change and increase the contract value in the funded amount of \$100,000.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide software maintenance, license and support services for the EngageOne Application and Composition Engine. The purpose of this software is to create or change bills and letters. The initial contract was for annual software maintenance, license and support services. This change is to expand the scope of the contract to allow Precisely Professional Services to assist with analysis, upgrade, training and conversion from MLGW's current bill and letter designing application to the new EngageOne application in the funded amount of \$100,000.00. The term of the contract will remain September 1, 2020 through August 31, 2025. The contract scope expansion and software upgrade provided by Precisely Software, Incorporated supports the MLGW Customer Information System responsible for rendering bills and letters. MLGW is requesting this professional service, which can only be performed by Pitney Bowes Software, Incorporated (Precisely Software, Incorporated.). This sole source change and increase complies with all applicable laws and policies. The new contract value is \$1,013,508.04; and

**NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 9 to Contract No. 10927, Perpetual Licensing Agreement with Precisely Software, Incorporated (*previously Pitney Bowes Software, Incorporated*) to change and increase the contract value in the funded amount of \$100,000.00 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 1, 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. 9 to Contract No. 10927, Perpetual Licensing Agreement with Precisely Software, Incorporated (*previously Pitney Bowes Software, Incorporated*) to change and increase the contract value in the funded amount of \$100,000.00.

The project scope is to provide software maintenance, license and support services for the EngageOne Application and Composition Engine. The purpose of this software is to create or change bills and letters. The initial contract was for annual software maintenance, license and support services. This change is to expand the scope of the contract to allow Precisely Professional Services to assist with analysis, upgrade, training and conversion from MLGW's current bill and letter designing application to the new EngageOne application in the funded amount of \$100,000.00. The term of the contract will remain September 1, 2020 through August 31, 2025. The contract scope expansion and software upgrade provided by Precisely Software, Incorporated supports the MLGW Customer Information System responsible for rendering bills and letters. MLGW is requesting this professional service, which can only be performed by Pitney Bowes Software, Incorporated (Precisely Software, Incorporated.). This sole source change and increase complies with all applicable laws and policies. The new contract value is \$1,013,508.04.

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, Change No. 9 to Contract No. 10927, Perpetual Licensing Agreement with Precisely Software, Incorporated (*previously Pitney Bowes Software, Incorporated*) to change and increase the current contract in the funded amount of \$100,000.00 as outlined in the foregoing preamble, is approved and further,

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

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

Rodney Cleck for Dana Jones  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution approving Change No. 3 to Contract No. 12244, Smartsheet with Smartsheet, Incorporated, in the funded amount of \$720,677.63. (This change is to renew, change, and increase the contract value in the amount of \$851,489.97 of which \$130,812.34 will be absorbed in the current contract value. The scope of the contract is changing to add 300 Enterprise Plan plus Pro Support-Licensed users and to add Smartsheet Advance-Platinum (up to 999 connected users) in the amount of \$821,970.00. The change is also due to software and license name changes; these products replace the 300 Premier Plan-Licensed Users and WorkApps Collaborator (Pack - 251 to 1,000). In addition, this change is to renew Smartsheet University All Access Upgrade in the amount of \$29,519.97 for the period covering January 24, 2024 through January 23, 2027.)

### **2. Additional Information**

The project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. This change is to renew, change, and increase the contract value in the amount of \$851,489.97 of which \$130,812.34 will be absorbed in the current contract value.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 3 to Contract No. 12244 (*formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to renew, change, and increase the contract value in the funded amount of \$720,677.63, and is now recommending to the Council of the City of Memphis that it approves said renewal and change as approved; and

WHEREAS, the project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. This change is to renew, change, and increase the contract value in the amount of \$851,489.97 of which \$130,812.34 will be absorbed in the current contract value. The scope of the contract is to renew the Smartsheet platform that includes 300 user license in the amount of \$821,970.00. The change is also due to software and license name changes. In addition, this change is to renew Smartsheet University training portal in the amount of \$29,519.97 for the period covering January 24, 2024 through January 23, 2027. The negotiated fee is a onetime increase 6.58% in the amount of \$283,829.99 annually with a cost savings of \$61,350.10 over the three (3) year contract. MLGW is requesting continuous annual maintenance under this contract, which can only be provided by Smartsheet, Incorporated. Smartsheet planning and collaboration software is only available from Smartsheet, Incorporated. This single source renewal, change, and increase complies with all applicable laws and policies. The new contract value is \$1,202,977.63; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12244 (*formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to renew, change, and increase the contract value in the funded amount of \$720,677.63 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 1, 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. 3 to Contract No. 12244 (*formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to renew, change, and increase the contract value in the funded amount of \$720,677.63.

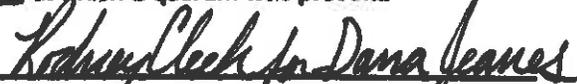
The project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. This change is to renew, change, and increase the contract value in the amount of \$851,489.97 of which \$130,812.34 will be absorbed in the current contract value. The scope of the contract is to renew the Smartsheet platform that includes 300 user license in the amount of \$821,970.00. The change is also due to software and license name changes. In addition, this change is to renew Smartsheet University training portal in the amount of \$29,519.97 for the period covering January 24, 2024 through January 23, 2027. The negotiated fee is a onetime increase 6.58% in the amount of \$283,829.99 annually with a cost savings of \$61,350.10 over the three (3) year contract. MLGW is requesting continuous annual maintenance under this contract, which can only be provided by Smartsheet, Incorporated. Smartsheet planning and collaboration software is only available from Smartsheet, Incorporated. This single source renewal, change, and increase complies with all applicable laws and policies. The new contract value is \$1,202,977.63.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12244 (*formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to renew, change, and increase the contract value in the funded amount of \$720,677.63, as outlined in the foregoing preamble, is approved; and further,

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

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 1st 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. 11 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to increase the contract value in the funded amount of \$13,956.35.

### **2. Additional Information**

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract. This change is to increase the contract value in the funded amount of \$13,956.35. Funds will be used to: 1) pay for Synergy Professional Services work efforts in the amount of \$6,750.00 and 2) replenish contract funds in the amount of \$7,206.35 which was spent to meet a deadline in setting up the Synergy Test Environment and Operating System Upgrade of a Synergy server.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 11 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to increase the contract value in the funded amount of \$13,956.35, and is now recommending to the Council of the City of Memphis that it approves said increase as approved; and

WHEREAS, the project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract. This change is to increase the contract value in the funded amount of \$13,956.35. Funds will be used to: 1) pay for Synergy Professional Services work efforts in the amount of \$6,750.00 and 2) replenish contract funds in the amount of \$7,206.35 which was spent to meet a deadline in setting up the Synergy Test Environment and Operating System Upgrade of a Synergy server. The term will remain July 1, 2022 through June 30, 2024. MLGW is requesting approval of these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source increase complies with all applicable laws and policies. The new contract value is \$676,837.32; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 11 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated to increase the current contract in the funded amount of \$13,956.35 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 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. 11 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to increase the contract value in the funded amount of \$13,956.35.

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract. This change is to increase the contract value in the funded amount of \$13,956.35. Funds will be used to: 1) pay for Synergy Professional Services work efforts in the amount of \$6,750.00 and 2) replenish contract funds in the amount of \$7,206.35 which was spent to meet a deadline in setting up the Synergy Test Environment and Operating System Upgrade of a Synergy server. The term will remain July 1, 2022 through June 30, 2024. MLGW is requesting approval of these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source increase complies with all applicable laws and policies. The new contract value is \$676,837.32.

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. 11 to Contract No. 10741, Laser Disk Document Storage, with Jack Henry and Associates, Incorporated to increase the current contract in the funded amount of \$13,956.35 as outlined in the above preamble, is approved; and further

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

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 1st day of November 2023, at which a quorum was present.

*Kodunju Cleck for Dana Jeanes*  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution approving Change No. 3 to Contract No. 12295, Oracle Maintenance and Support with Mythics, Incorporated to ratify a payment authorization and change the current contract in the funded amount of \$668,284.96.

### **2. Additional Information**

The project scope is to provide annual software maintenance, support services, and licenses for Oracle E-Business Suite modules - EAM, Work Requests, Procurement, Contracts, Financial Analytics, Project Analytics, Supply Chain / Order Management, iSupplier, Sourcing. This change is to 1) ratify the approval of a payment, after the fact, of the purchase of additional license and support of products under the O&M/Revenue license metrics in the amount of \$478,294.03 effective August 31, 2023; and 2) request funding in the amount of \$189,990.93 (Billed Quarterly in Arrears) to pay the remaining Support Cost for the additional products.

## RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 3 to Contract No. 12295, Oracle Maintenance and Support with Mythics, Incorporated to ratify a payment authorization and change the current contract in the funded amount of \$668,284.96, and is now recommending to the Council of the City of Memphis that it approves said ratification and change as approved; and

WHEREAS, the project scope is to provide annual software maintenance, support services, and licenses for Oracle E-Business Suite modules – EAM, Work Requests, Procurement, Contracts, Financial Analytics, Project Analytics, Supply Chain / Order Management, iSupplier, Sourcing. This change is to 1) ratify the approval of a payment, after the fact, of the purchase of additional license and support of products under the O&M/Revenue license metrics in the amount of \$478,294.03 effective August 31, 2023; and 2) request funding in the amount of \$189,990.93 (Billed Quarterly in Arrears) to pay the remaining Support Cost for the additional products. The total amount of this ratification and payment authorization for this purchase is \$668,284.96. The current contract term will remain through May 30, 2025. MLGW is requesting approval of this ratification, a payment authorization and change, which can only be performed by Oracle America Corporation or an authorized agent to provide maintenance of the acquired system. This sole source ratification and change complies with all applicable laws and policies. The new contract value is \$21,656,099.73; and

**NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12295, Oracle Maintenance and Support with Mythics, Incorporated to ratify a payment authorization and change the current contract in the funded amount of \$668,284.96 as approved.**

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 1, 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. 3 to Contract No. 12295, Oracle Maintenance and Support with Mythics, Incorporated to ratify a payment authorization and change the current contract in the funded amount of \$668,284.96.

The project scope is to provide annual software maintenance, support services, and licenses for Oracle E-Business Suite modules – EAM, Work Requests, Procurement, Contracts, Financial Analytics, Project Analytics, Supply Chain / Order Management, iSupplier, Sourcing. This change is to 1) ratify the approval of a payment, after the fact, of the purchase of additional license and support of products under the O&M/Revenue license metrics in the amount of \$478,294.03 effective August 31, 2023; and 2) request funding in the amount of \$189,990.93 (Billed Quarterly in Arrears) to pay the remaining Support Cost for the additional products. The total amount of this ratification and payment authorization for this purchase is \$668,284.96. The current contract term will remain through May 30, 2025. MLGW is requesting approval of this ratification, a payment authorization and change, which can only be performed by Oracle America Corporation or an authorized agent to provide maintenance of the acquired system. This sole source ratification and change complies with all applicable laws and policies. The new contract value is \$21,656,099.73.

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. 3 to Contract No. 12295, Oracle Maintenance and Support with Mythics, Incorporated to ratify a payment authorization and change the current contract in the funded amount of \$668,284.96, as outlined in the above preamble, is approved; and further,

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

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

Kodney Cloh for Dana Jeanes  
SVP, OFO & CAO Secretary - Treasurer

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

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

Resolution approving Change No. 10 to Contract No. 11296, Enterprise GIS Software Selection and Installation with Environmental System Research Institute (ESRI) to expand the scope and increase the current contract in the funded amount of \$616,000.00.

### **2. Additional Information**

The project scope is to provide an Enterprise License Agreement (ELA) for the GIS Information System Software for selection and installation. A geographic information system (GIS) is a system that creates, manages, analyzes, and maps all types of data. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like there). This provides a foundation for mapping and analysis that is used in almost every industry and by almost every utility provider around the world. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency as well as better management and decision making.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 10 to Contract No. 11296, Enterprise GIS Software Selection and Installation with Environmental System Research Institute (ESRI) to expand the scope and increase the current contract in the funded amount of \$616,000.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide an Enterprise License Agreement (ELA) for the GIS Information System Software for selection and installation. A geographic information system (GIS) is a system that creates, manages, analyzes, and maps all types of data. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like there). This provides a foundation for mapping and analysis that is used in almost every industry and by almost every utility provider around the world. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency as well as better management and decision making; and

WHEREAS, GIS is used principally at MLGW to manage the facility infrastructures we use to distribute water, gas, and electricity to our customers. Every gas valve, water main, electric pole and line and every other component of all our distribution systems are recorded in the MLGW GIS by drafters in all the engineering areas. Not just the location is saved, but many details about the facilities are also recorded in our GIS such as pole height, valve size, materials, etc. Crews use GIS to know where underground facilities are when they go to job and access information about the facilities in the field. GIS plays a key role in helping with electric outages, from providing crews with information about the distribution equipment they need to replace, to providing outage locations on a live map to executives

along with key performance data about the outage recovery effort. MLGW uses GIS tools for performing inspections on many different things, from gas valves to network transformers to hydrants. It also can send that information back to the asset and work management systems. GIS played a key role in helping to understand patterns of water leaks when the system experienced deep freezes recently and helped speed the recovery effort. GIS is also playing a key role in developing regulatory reports for gas, water and electric systems. MLGW is also the addressing authority, and the GIS is used to capture the address and street data to send to Shelby County 911, Police and Fire emergency services. GIS is used extensively by the addressing area in MLGW to record new developments and provide reports back to developers. Also, GIS is used by engineers to help design improvements and additions to the different distribution networks; and

WHEREAS, this change is to expand the scope of services to acquire the ESRI Advantage Program to assist MLGW with developing a transition plan, performing data assessments, and conducting pilot studies to prepare for Utility Network and ArcGIS Pro conversions of MLGW GIS (replacing legacy network and application systems that will reach end-of-life by March 2028). These services will aid with composing more detailed, accurate, and comprehensive requirements when seeking bids for a vendor to help with the migration to Utility Network and ArcGIS Pro. The approved funded renewal amount originally for a three (3) year term was \$350,000.00 annually. As a result of this change, the renewal amounts will be adjusted to reflect: 1) Year 1 covering the period of December 31, 2022 through December 30, 2023 in the amount of \$370,700.00; and 2) Year 2 covering the period of December 31, 2023 through December 30, 2024 in the amount of \$245,300.00. The renewal amount for Year 3 will remain \$350,000.00 covering the period of December 31, 2024 through December 30, 2025. The total funded amount of this change is \$616,000.00. The term of the contract will remain through December 30, 2025. MLGW is requesting approval of the acquired system, which can only be performed by ESRI,

Incorporated. This increase and expansion comply with all applicable laws and policies. The new contract value is \$5,644,015.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 10 to Contract No. 11296, Enterprise GIS Software Selection and Installation with Environmental System Research Institute (ESRI) to expand the scope and increase the current contract in the funded amount of \$616,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners Change No. 10 to Contract No. 11296, Enterprise GIS Software Selection and Installation with Environmental System Research Institute (ESRI) to expand the scope and increase the current contract in the funded amount of \$616,000.00.

The project scope is to provide an Enterprise License Agreement (ELA) for the GIS Information System Software for selection and installation. A geographic information system (GIS) is a system that creates, manages, analyzes, and maps all types of data. GIS connects data to a map, integrating location data (where things are) with all types of descriptive information (what things are like there). This provides a foundation for mapping and analysis that is used in almost every industry and by almost every utility provider around the world. GIS helps users understand patterns, relationships, and geographic context. The benefits include improved communication and efficiency as well as better management and decision making.

GIS is used principally at MLGW to manage the facility infrastructures we use to distribute water, gas, and electricity to our customers. Every gas valve, water main, electric pole and line and every other component of all our distribution systems are recorded in the MLGW GIS by drafters in all the engineering areas. Not just the location is saved, but many details about the facilities are also recorded in our GIS such as pole height, valve size, materials, etc. Crews use GIS to know where underground facilities are when they go to job and access information about the facilities in the field. GIS plays a key role in helping with electric outages, from providing crews with information about the distribution equipment they need to replace, to providing outage locations on a live map to executives along with key performance data about the outage recovery effort. MLGW uses GIS tools for performing inspections on many different things, from gas valves to network transformers to hydrants. It also can send that

information back to the asset and work management systems. GIS played a key role in helping to understand patterns of water leaks when the system experienced deep freezes recently and helped speed the recovery effort. GIS is also playing a key role in developing regulatory reports for gas, water and electric systems. MLGW is also the addressing authority, and the GIS is used to capture the address and street data to send to Shelby County 911, Police and Fire emergency services. GIS is used extensively by the addressing area in MLGW to record new developments and provide reports back to developers. Also, GIS is used by engineers to help design improvements and additions to the different distribution networks.

This change is to expand the scope of services to acquire the ESRI Advantage Program to assist MLGW with developing a transition plan, performing data assessments, and conducting pilot studies to prepare for Utility Network and ArcGIS Pro conversions of MLGW GIS (replacing legacy network and application systems that will reach end-of-life by March 2028). These services will aid with composing more detailed, accurate, and comprehensive requirements when seeking bids for a vendor to help with the migration to Utility Network and ArcGIS Pro. The approved funded renewal amount originally for a three (3) year term was \$350,000.00 annually. As a result of this change, the renewal amounts will be adjusted to reflect: 1) Year 1 covering the period of December 31, 2022 through December 30, 2023 in the amount of \$370,700.00; and 2) Year 2 covering the period of December 31, 2023 through December 30, 2024 in the amount of \$245,300.00. The renewal amount for Year 3 will remain \$350,000.00 covering the period of December 31, 2024 through December 30, 2025. The total funded amount of this change is \$616,000.00. The term of the contract will remain through December 30, 2025. MLGW is requesting approval of the acquired system, which can only be performed by ESRI, Incorporated. This increase and expansion comply with all applicable laws and policies. The new contract value is \$5,644,015.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 10 to Contract No. 11296, Enterprise GIS Software Selection and Installation with Environmental System Research Institute (ESRI) to expand the scope and increase the current contract in the funded amount of \$616,000.00, as outlined in the foregoing preamble, is approved; and further,

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

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 1st day of November, 2023, at which a quorum was present.

Rodney Clark for Dana Jeanes  
SV, 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. 12180, Engineering Services for Water Engineering with HDR Engineering, Incorporated to renew the current contract in the funded amount of \$650,000.00.

**2. Additional Information**

The project scope is to provide professional services on an as-needed basis in connection with miscellaneous projects for the Memphis Light, Gas and Water Division. This change is to renew the current contract for the first and second of two (2) annual renewal terms for the period covering January 27, 2024 through January 26, 2026 in the funded amount of \$650,000.00, which includes additional position classifications and slight rate increases to existing position classifications ranging from 0% to 15% due to inflation and cost of living.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 1 to Contract No. 12180, Engineering Services for Water Engineering with HDR Engineering, Incorporated to renew the current contract in the funded amount of \$650,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide professional services on an as-needed basis in connection with miscellaneous projects for the Memphis Light, Gas and Water Division. This change is to renew the current contract for the first and second of two (2) annual renewal terms for the period covering January 27, 2024 through January 26, 2026 in the funded amount of \$650,000.00, which includes additional position classifications and slight rate increases to existing position classifications ranging from 0% to 15% due to inflation and cost of living. The request for additional position classifications is attributed to the need for the Engineering Consultant to complete projects such as Well/Collection System Evaluation & Condition Assessment, Master Planning, and completion of Condition Assessments. This renewal complies with all applicable laws and policies. The new contract value is \$2,150,000.00; and

**NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12180, Engineering Services for Water Engineering with HDR Engineering, Incorporated to renew the current contract in the funded amount of \$650,000.00 as approved.**

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 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. 12180, Engineering Services for Water Engineering with HDR Engineering, Incorporated to renew the current contract in the funded amount of \$650,000.00.

The project scope is to provide professional services on an as-needed basis in connection with miscellaneous projects for the Memphis Light, Gas and Water Division. This change is to renew the current contract for the first and second of two (2) annual renewal terms for the period covering January 27, 2024 through January 26, 2026 in the funded amount of \$650,000.00, which includes additional position classifications and slight rate increases to existing position classifications ranging from 0% to 15% due to inflation and cost of living. The request for additional position classifications is attributed to the need for the Engineering Consultant to complete projects such as Well/Collection System Evaluation & Condition Assessment, Master Planning, and completion of Condition Assessments. This renewal complies with all applicable laws and policies. The new contract value is \$2,150,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12180, Engineering Services for Water Engineering with HDR Engineering, Incorporated to renew the current contract in the funded amount of \$650,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 1st 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. 3 to Contract No. 12343, Chemical Containment and Tank Installation at Water Pumping Stations with Chris-Hill Construction Company, LLC., to ratify, extend, expand the scope and increase the current contract value in the amount of \$145,820.00.

### **2. Additional Information**

The project scope is to furnish all supervision, labor, transportation, materials, equipment, tools, mobilization, personal protective training, testing, confined space requirements and all work required to remove and demolish the existing Sodium Hypochlorite and Fluorosilicic Acid bulk tanks and concrete containment area; furnish and install new concrete containment areas; new Sodium Hypochlorite and Fluorosilicic Acid bulk tanks along with all associated valves, piping and fittings at various MLGW Water Pumping Stations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 3 to Contract No. 12343, Chemical Containment and Tank Installation at Water Pumping Stations with Chris-Hill Construction Company, LLC to ratify, extend, expand the scope and increase the current contract value in the amount of \$145,820.00, and is now recommending to the Council of the City of Memphis that it approves said ratification, extension, expansion and increase as approved; and

WHEREAS, project scope is to furnish all supervision, labor, transportation, materials, equipment, tools, mobilization, personal protective training, testing, confined space requirements and all work required to remove and demolish the existing Sodium Hypochlorite and Fluorosilicic Acid bulk tanks and concrete containment area; furnish and install new concrete containment areas; new Sodium Hypochlorite and Fluorosilicic Acid bulk tanks along with all associated valves, piping and fittings at various MLGW Water Pumping Stations. This change is to extend the current contract from December 31, 2023 to March 31, 2024 to allow additional time to install containments around Phosphate Day Tanks as a result of regulatory compliance inspections. In addition, this change is to ratify, expand the scope and increase funding for the installation of the following Phosphate containments:

- 1) 18" high containment wall at Allen WTP with an estimated cost of \$21,365.00;
- 2) 18" high containment wall at Davis WTP with an estimated cost of \$10,170.00;
- 3) 6" high containment wall at Lichterman WTP with an estimated cost of \$9,320.00;
- 4) 18" high containment wall and new housekeeping pad at LNG WTP with an estimated cost of \$8,980.00;
- 5) 18" high containment wall at Mallory WTP with an estimated cost of \$13,400.00;

6) 6" high concrete containment and RubberForm Spill Containment at McCord WTP with an estimated cost of \$29,585.00;

7) 18" high containment wall and new housekeeping pad at Morton WTP with an estimated cost of \$12,560.00;

8) 18" high containment wall and new housekeeping pad at Palmer WTP with an estimated cost of \$10,260.00;

9) 18" high containment wall at Shaw WTP with an estimated cost of \$16,560.00; and

10) 18" high containment wall at Sheahan WTP with an estimated cost of \$13,620.00.

This expansion and increase are an estimated total of \$145,820.00. This ratification, extension, and change complies with all applicable laws and policies. The new contract value is \$2,622,735.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12343, Chemical Containment and Tank Installation at Water Pumping Stations with Chris-Hill Construction Company, LLC to ratify, extend, expand the scope and increase the current contract value in the amount of \$145,820.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 1, 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. 3 to Contract No. 12343, Chemical Containment and Tank Installation at Water Pumping Stations with Chris-Hill Construction Company, LLC to ratify, extend, expand the scope and increase the current contract value in the amount of \$145,820.00.

The project scope is to furnish all supervision, labor, transportation, materials, equipment, tools, mobilization, personal protective training, testing, confined space requirements and all work required to remove and demolish the existing Sodium Hypochlorite and Fluorosilicic Acid bulk tanks and concrete containment area; furnish and install new concrete containment areas; new Sodium Hypochlorite and Fluorosilicic Acid bulk tanks along with all associated valves, piping and fittings at various MLGW Water Pumping Stations. This change is to extend the current contract from December 31, 2023 to March 31, 2024 to allow additional time to install containments around Phosphate Day Tanks as a result of regulatory compliance inspections. In addition, this change is to ratify, expand the scope and increase funding for the installation of the following Phosphate containments:

- 18" high containment wall at Allen WTP with an estimated cost of \$21,365.00;
- 18" high containment wall at Davis WTP with an estimated cost of \$10,170.00;
- 6" high containment wall at Lichterman WTP with an estimated cost of \$9,320.00;
- 18" high containment wall and new housekeeping pad at LNG WTP with an estimated cost of \$8,980.00;
- 18" high containment wall at Mallory WTP with an estimated cost of \$13,400.00;
- 6" high concrete containment and RubberForm Spill Containment at McCord WTP with an estimated cost of \$29,585.00;
- 18" high containment wall and new housekeeping pad at Morton WTP with an estimated cost of

\$12,560.00;

- 18" high containment wall and new housekeeping pad at Palmer WTP with an estimated cost of \$10,260.00;
- 18" high containment wall at Shaw WTP with an estimated cost of \$16,560.00; and
- 18" high containment wall at Sheahan WTP with an estimated cost of \$13,620.00.

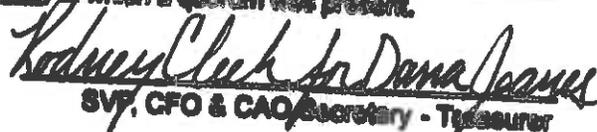
This ratification, extension and change are an estimated total of \$145,820.00. This change complies with all applicable laws and policies. The new contract value is \$2,622,735.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12343, Chemical Containment and Tank Installation at Water Pumping Stations with Chris-Hill Construction Company, LLC to ratify, extend, expand the scope and increase the current contract value in the amount of \$145,820.00, as outlined in the above preamble, is approved; and further

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

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 1st 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. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering, in the funded amount of \$100,000.00. (This change is to renew the current contract for the third of four annual renewal terms for the period covering December 23, 2023 through December 22, 2024 in the funded amount of \$220,000.00, based on agreed upon rates which include an average increase of 4.9%. The increase is due to salary increases, insurance costs, a challenging labor market, and other overhead expenses.)

### **2. Additional Information**

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering December 23, 2023 through December 22, 2024 in the funded amount of \$220,000.00, based on agreed upon rates which include an average increase of 4.9%. The increase is due to salary increases, insurance costs, a challenging labor market, and other overhead expenses. This renewal complies with all applicable laws and policies.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023 approved Change No. 3 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew 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 renewal as approved; and

WHEREAS, the project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering December 23, 2023 through December 22, 2024 in the funded amount of \$220,000.00, based on agreed upon rates which include an average increase of 4.9%. The increase is due to salary increases, insurance costs, a challenging labor market, and other overhead expenses. This renewal complies with all applicable laws and policies. The new contract value is \$465,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 of Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$220,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 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. 3 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$220,000.00.

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering December 23, 2023 through December 22, 2024 in the funded amount of \$220,000.00, based on agreed upon rates which include an average increase of 4.9%. The increase is due to salary increases, insurance costs, a challenging labor market, and other overhead expenses. This renewal complies with all applicable laws and policies. The new contract value is \$465,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$220,000.00, as outlined in the foregoing preamble, is approved; and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 1st day of November 2023, at which a quorum was present.

  
SVR, CFO & CAO Secretary - Treasurer

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

**1. Description of the Item**

Resolution awarding Contract No. 12424, Water Production Well Drilling to National Water Services, LLC., in the funded amount of \$7,130,300.90.

**2. Additional Information**

The project scope is to construct up to five (5) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 1, 2023, awarded Contract No. 12424, Water Production Well Drilling to National Water Services, LLC in the funded amount of \$7,130,300.90 and is now recommending to the Council of the City of Memphis that it approve said award as approved; and

WHEREAS, the project scope is to construct up to five (5) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on May 11, 2023. MLGW solicited six (6) companies and held an Optional Bidders Orientation meeting on May 23, 2023, which five (5) companies attended. Two (2) bids were received on June 28, 2023, of which one (1) was deemed non-compliant due to their bid amount exceeding the firm's State of Tennessee Contractor's monetary limit. The one (1) qualified bid from National Water Services, LLC in the amount of \$8,713,782.50 was accepted. In compliance with negotiations with MLGW's Single Bidder Provisions of the MLGW Procurement Policy, staff negotiated to \$7,130,300.90, saving the Division \$1,583,481.60. 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 terms. 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. 12424, Water Production Well Drilling to National Water Services, LLC in the funded amount of \$7,130,300.90 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 1, 2023**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners that it award Contract No. 12424, Water Production Well Drilling to National Water Services, LLC in the funded amount of \$7,130,300.90.

The project scope is to construct up to five (5) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on May 11, 2023. MLGW solicited six (6) companies and held an Optional Bidders Orientation meeting on May 23, 2023, which five (5) companies attended. Two (2) bids were received on June 28, 2023, of which one (1) was deemed non-compliant due to their bid amount exceeding the firm's State of Tennessee Contractor's monetary limit. The one (1) qualified bid from National Water Services, LLC in the amount of \$8,713,782.50 was accepted. In compliance with negotiations with MLGW's Single Bidder Provisions of the MLGW Procurement Policy, staff negotiated to \$7,130,300.90, saving the Division \$1,583,481.60. 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 terms. 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, award of Contract No. 12424, Water Production Well Drilling to National Water Services, LLC in the funded amount of \$7,130,300.90 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 - special meeting held on 15<sup>th</sup> day of November, 2023, at which a quorum was present.

Rodney Cleek for Dana Jones  
SVP, CFO & CAO Secretary - Treasurer

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

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

Resolution to approve renewal of Cooperative Agreement No. 5447, Investigation of Water Resources for a period of January 1, 2024 to December 31, 2025, stipulating that a sum of \$689,000 will be furnished by the Division and a sum of \$174,000 will be furnished by the United States Department of Interior Geological Survey for continuation of the ground water data collection program in the Memphis Area.

### **2. Additional Information**

The Memphis Light, Gas and Water Division and the United States Department of the Interior Geological Survey have cooperated for the purpose of investigating ground water resources in the immediate vicinity of Memphis since the year 1940, and the Vice President of Engineering and Operations recommends that the Division continue to encourage this work and cooperate with the Geological Survey in accordance with Cooperative Agreement as submitted. Funds for this fee are included in the 2024 and 2025 budgets.

## **RESOLUTION**

**WHEREAS** the Board of Light, Gas and Water Commissioners at its meeting held November 1, 2023, approved renewal of Cooperative Agreement No. 5447, investigation of Water Resources for the period of January 1, 2024 to December 31, 2025 stipulating that a sum of \$689,000 will be furnished by the Division and a sum of \$174,000 will be furnished by the United States of the Department of the Interior Geological Survey.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that the President or his designated representative is authorized to execute Cooperative Agreement No. 5447 with the United States Department of Interior Geological Survey in the amount of \$689,000 for investigation of Water Resources for the period of January 1, 2024 to December 31, 2025.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 2023**

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The Vice President of Engineering and Operations presented for consideration of the Board, renewal of Cooperative Agreement No. 5447, investigation of Water Resources, for the period of January 1, 2024 to December 31, 2025 stipulating that a sum of \$689,000 will be furnished by the Division and a sum of \$174,000 will be furnished by the United States Department of the Interior Geological Survey for continuation of the ground water data collection program in the Memphis area.

The Memphis Light, Gas and Water Division and the United States Department of the Interior Geological Survey have cooperated for the purpose of investigating ground water resources in the immediate vicinity of Memphis since the year 1940, and the Vice President of Engineering and Operations recommends that the Division continue to encourage this work and cooperate with the Geological Survey in accordance with Cooperative Agreement as submitted. Funds for this fee are included in the 2024 and 2025 budgets.

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 Secretary-Treasurer is hereby authorized and directed to make quarterly payments based on the amount of work completed at the end of each quarter.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 1st 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. 21 to Contract No. 11292, Cashiering System Replacement with System Innovators (This renewal is to renew the current contract for the period covering January 1, 2024 through December 31, 2024) in the funded amount of \$87,303.17.

### **2. Additional Information**

The project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 1, 2023 approved Change No. 21 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$87,303.17, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the Vendor is accepting, processing, storing, and transmitting our customers' card information in a secure environment.

This renewal is for the period covering January 1, 2024 through December 31, 2024 in the amount of \$87,303.17, which reflects a 4% increase in rates from the previous renewal. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. MLGW is requesting continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. MLGW requests continuous maintenance of the acquired systems, which can only be performed by System

Innovators and an authorized third-party provider. This single-source renewal complies with all applicable laws and policies. The new contract value is \$1,868,986.05; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 21 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$87,303.17 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 1, 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. 21 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$87,303.17.

The project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the Vendor is accepting, processing, storing, and transmitting our customers' card information in a secure environment.

This renewal is for the period covering January 1, 2024 through December 31, 2024 in the amount of \$87,303.17, which reflects a 4% increase in rates from the previous renewal. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. MLGW is requesting continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. MLGW requests continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. This single-source renewal complies with all applicable laws and policies. The new contract value is \$1,868,986.05.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 21 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$87,303.17, as outlined in the above preamble, is approved; and further.

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 1st day of November, 2023, at which a quorum was present.

  
SVP, CFO & CAO Secretary - Treasurer

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

AN ORDINANCE AMENDING ORDINANCE 5551 AND ORDINANCE 5734 RELATIVE TO SMART CITY FIBER ACCESS SYSTEMS, ESTABLISHING CRITERIA FOR QUALIFICATION AS SMART CITY FIBER ACCESS SYSTEMS, DEFINING SMART CITY FIBER ACCESS SYSTEMS, AND AUTHORIZING FOR QUALIFYING SMART CITY FIBER ACCESS SYSTEMS ALTERNATIVE REQUIREMENTS, TERMS, CONDITIONS, LIMITATIONS, AND PROVISIONS FOR RECOVERY OF THE CITY'S COSTS INCURRED FOR THE CONSTRUCTION, MAINTENANCE, POLICING, MANAGEMENT OR REPAIR OF THE STREETS, ALLEYS, THOROUGHFARES AND RIGHTS-OF-WAY OF THE CITY

WHEREAS, the Council adopted Ordinance No. 5551 that addresses and complies with federal decisions construing the Telecommunication Act of 1996 and Tennessee statutes pertaining to the use and occupation of the City's streets and public rights of way by public and private utilities and telecommunications providers;

WHEREAS, the Council adopted Ordinance No. 5734 that establishes standard compensation rates for recovery of the City's costs incurred for the construction, maintenance, policing, management or repair of the City's streets, alleys, thoroughfares and rights-of-way from persons and entities using and occupying the streets, alleys, thoroughfares and rights-of-way of the City for economic gain or benefit;

WHEREAS, the Council recognizes the importance to the City of broad access by the City to fiber optics communications facilities to support the delivery of efficient, high-quality City services, including existing and emerging Smart City applications;

WHEREAS, the Council recognizes the importance to the City that its residents in all neighborhoods have access to high-speed broadband services;

WHEREAS, the Council recognizes the importance to the City that its low-income residents have access to affordable high-speed broadband services;

WHEREAS, the Council finds that it is necessary and appropriate to establish a new Telecommunication Company classification that makes available different permitting and fee

requirements for Telecommunication Companies that enter into binding commitments with the City to develop Smart City Fiber Access Systems that will provide the City with dedicated fiber communications resources, will ensure availability of high-speed broadband services in all of the City's neighborhoods, and will ensure that low-income residents have access to affordable high-speed broadband services;

WHEREAS, the Council desires to define the minimum requirements for Smart City Fiber Access Systems; and

WHEREAS, the Council desires to specify the permitting and fee requirements for qualifying Smart City Fiber Access Systems.

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

**SECTION 1. FINDINGS.**

The City finds as follows:

A. High-speed, reliable communications facilities are essential to permit the use of digital technology and data to improve how the City functions and serves the residents, businesses, and institutions of the City.

B. High-speed, reliable communications facilities are also essential to make available broadband services in all neighborhoods of the City, including low-income and other underserved areas.

C. It is necessary and appropriate to define the minimum requirements for a Smart City Fiber Access System that will provide these facilities and services to the City and its residents, businesses, and institutions.

D. It is necessary and appropriate to specify the permitting and fee requirements that will apply to Telecommunications Companies that commit to the establishment of Smart City Fiber Access Systems.

## **SECTION 2. DEFINITIONS.**

“Commencement Date” means the date specified in the Development Commitment by which the Telecommunications Company will begin construction of the fiber optics system.

“Development Commitment” means a binding written agreement between the City and a Telecommunications Company approved by the Chief Administrative Officer pursuant to authority granted by this Ordinance. In addition to other requirements, the Development Commitment will contain a Commencement Date, a date for completion, and requirements to submit periodic status reports to the City.

“Physical Connection Point” means a physical connection point that is located on the Telecommunications Company network reserved and made available by the Telecommunications Company to enable the City or a related agency or entity to implement a private network which exclusively supports the delivery of City-related uses by connecting a City-provided optical network terminal (ONT) to the Telecommunications Company’s network. The Telecommunications Company will be responsible for managing the ONT.

“Low-Income Premises” means all premises within the Census Tracts in the City of Memphis with median household income less than the City of Memphis median household income.

“Minimum Service” means one (1) gigabit per second (Gbps) symmetrical broadband service through June 30, 2028.

“Premises” means any parcel of land with one or more permanent structures used for residential or business purposes that is accessible from the City’s public right-of-way.

“Revised Minimum Service” means the revised broadband speed that is established by resolution of the Council on or after July 1, 2028, applicable to Smart City Fiber Access Systems. The Revised Minimum Service shall not exceed the greater of (i) One Hundred Fifty Percent (150%) of the then-effective Minimum Service or, if available, (ii) the average of the highest tier of broadband download speeds offered by fixed broadband providers as reported in the most recently published report of the Federal Communications Commission. The Revised Minimum Service shall become applicable to Smart City Access Systems following one (1) year’s written notice. Thereafter, the City may establish a new Revised Minimum Service standard for Smart City Fiber Access Systems every four (4) years after July 1, 2028, to be effective for Smart City Fiber Access Systems in each case upon one (1) year’s written notice to the Smart City Fiber Access Systems.

**SECTION 3. MINIMUM REQUIREMENTS FOR SMART CITY FIBER ACCESS SYSTEM.**

**A. APPLICATION FOR DESIGNATION AS A SMART CITY FIBER ACCESS SYSTEM.**

A Telecommunications Company that desires that its fiber optics system be designated as a Smart City Fiber Access System shall complete an application provided by the City that will include at least the following information:

1. High-level design showing:
  - (a) Overall network footprint;

- (b) Number and locations of all Premises passed by the fiber optics system;
  - (c) Number and locations of all Low-Income Premises passed by the fiber optics system;
2. Construction schedule showing, at a minimum, Commencement Date and date for completion;
  3. Commitment to meet each of the requirements for qualification as a Smart City Fiber Access System as set forth in Section 3.B.;
  4. Signed Development Commitment in form and substance approved by the Chief Administrative Officer.

**B. INITIAL QUALIFICATION AS SMART CITY FIBER ACCESS SYSTEM.**

In order to initially qualify for the designation as a Smart City Fiber Access System, a Telecommunications Company must include in the Development Commitment a commitment to complete, within a specified period of time approved by the Chief Administrative Officer and specified in the Development Commitment, a fiber optics system in the City of Memphis with the following characteristics and service opportunities:

1. During the period until June 30, 2028, the fiber optics system must initially support the Minimum Service to all residences served and must support any Revised Minimum Service standard adopted thereafter; and

2. The fiber optics system must be available to provide the Minimum Service to the following percentages of the total business and residential Premises within the City:
  - (a) The fiber optics system must be available to at least sixty percent (60%) of the residential and business Premises within the City; and
  - (b) The fiber optics system must be available to at least sixty percent (60%) of the Low-Income Premises within the City; and
3. The Development Commitment must include a commitment approved by the Chief Administrative Officer to improve the opportunities for broadband access by low-income residents; and
4. The fiber optics system must provide to the City an indefeasible right to use at least twelve (12) dark fiber strands in every fiber cable comprising a part of the fiber optics system for a minimum period of forty (40) years; and
5. The fiber optics system must construct at least six thousand (6,000) Physical Connection Points at locations throughout the City, of which at least one-third (1/3) shall be located within Census Tracts with median household income less than the City of Memphis median household income; and
6. The fiber optics system must provide to the City Internet access at at least one hundred (100) locations as approved by the Chief Administrative Officer and specified in the Development Commitment.

7. Upon finding that the Telecommunications Company has demonstrated that its fiber optics system has satisfactorily met the requirements for qualification as a Smart City Fiber Access System, the Chief Administrative Officer will provide the Telecommunications Company written notice that the fiber optics system is qualified as a Smart City Fiber Access System, and is eligible to enter into a Smart City Fiber Access Right-of-Way Agreement. The effective date of the Smart City Fiber Access Right-of-Way Agreement will be the date of notice of qualification as a Smart City Fiber Access Agreement or such later date agreed to by the City and the Telecommunications Company.

C. CONTINUED QUALIFICATION AS SMART CITY FIBER ACCESS SYSTEM

A fiber optics system that has initially qualified as a Smart City Fiber Access System pursuant to Section 3.B. must meet the following requirements by the dates specified to continue its designation as a Smart City Fiber Access System:

1. By the date two (2) years after the Commencement Date, the fiber optics system must be available to at least twenty percent (20%) of the residential and business Premises within the City and at least ten percent (10%) of the Low-Income Premises within the City; and
2. By the date three (3) years after the Commencement Date, the fiber optics system must be available to at least forty percent (40%) of the residential and business Premises within the City and at least thirty percent (30%) of the Low-Income Premises within the City; and
3. By the date four (4) years after the Commencement Date, the fiber optics system must be available to at least sixty percent (60%) of the residential and business Premises within the City and at least sixty percent (60%) of the Low-Income Premises within the City; and

4. By the date four (4) years after the Commencement Date, the fiber optics system must provide to the City Internet access at no fewer than one hundred (100) Internet Access Points designated by the City; and

5. By the date four (4) years after the Commencement Date, the fiber optics system must have delivered to the City at least twelve (12) strands of fiber within each cable along every construction route; and

6. By the date four (4) years after the Commencement Date, the fiber optics system must have delivered to the City at least six thousand (6,000) Physical Connection Points, of which at least one-third (1/3) shall be located within Census Tracts with median household income less than the City of Memphis median household income.

7. The fiber optics system must meet Revised Minimum Service standards one (1) year after receipt of written notice of the City's adoption of each Revised Minimum Service standard.

D. EFFECT OF FAILURE TO CONTINUE TO QUALIFY AS A SMART CITY FIBER ACCESS SYSTEM

1. If a fiber optics system that has previously qualified as a Smart City Fiber Access System does not meet one or more of the requirements to continue its designation as a Smart City Fiber Access System, the City may, by written notice to the Telecommunications Company withdraw the designation as a Smart City Fiber Access System. The City's notice will specify the basis for the City's action and the date, no earlier than thirty (30) days after the notice, when the designation will be withdrawn. The City's notice will notify the Telecommunications

Company of its right to a hearing if the Telecommunications Company disputes the City's conclusion and action, and will specify the procedure to be used to request a hearing, including the deadline for requesting a hearing. The hearing will be held before an official designated by the Chief Administrative Officer. If dissatisfied with the results of the hearing, the Telecommunications Company may appeal the decision to the Chief Administrative Officer, whose decision will be final.

2. As of the date specified in the City's notice, or at such later date upon which the hearing procedure has been completed, if requested, the fiber optic system's Smart Fiber Access Right-of-Way Agreement will terminate and the fiber optics system will be subject to all requirements of Ordinance 5551, including, without limitation, the fees and charges specified in Ordinance 5734 or any later-enacted ordinance establishing fees and charges applicable to fiber optic systems utilizing the City's public rights-of-way.

#### E. RE-APPLICATION AFTER WITHDRAWAL OF DESIGNATION AS SMART CITY FIBER ACCESS SYSTEM

1. Should the designation of a fiber optics system as a Smart City Fiber Access System be lost as specified in Section 3.D., the Telecommunications Company may re-apply one (1) time for re-designation of its fiber optic system as a Smart City Fiber Access System. The Telecommunications Company submitting such a re-application will have the burden of demonstrating that its fiber optics system meets all of the requirements for designation as a Smart City Fiber Access System in effect on the date that the re-application is submitted.

2. Upon finding that the Telecommunications Company has carried its burden of demonstrating that its fiber optics system has satisfactorily met the requirements for re-

qualification as a Smart City Fiber Access System, the Chief Administrative Officer will provide the Telecommunications Company written notice that the fiber optics system is qualified as a Smart City Fiber Access System, and is eligible to enter into a Smart City Fiber Access Right-of-Way Agreement. Provided, however, that the Chief Administrative Office may condition the re-designation of the fiber optics system as a Smart City Fiber Access System upon inclusion in the Smart City Fiber Access Right-of-Way Agreement of reasonable reporting requirements and other reasonable conditions that the Chief Administrative Officer deems appropriate to ensure continued compliance with the requirements for a Smart City Fiber Access System. The effective date of the Smart City Fiber Access Right-of-Way Agreement will be the date of notice of re-qualification as a Smart City Fiber Access Right-of-Way Agreement or such later date agreed to by the City and the Telecommunications Company. If the Chief Administrative Officer finds that the Telecommunication Company has not met its burden, the fiber optic system will be denied re-designation as a Smart City Fiber Access System.

**SECTION 4. FEE AND OTHER REQUIREMENTS APPLICABLE TO SMART CITY FIBER ACCESS SYSTEM**

**A. SMART CITY FIBER ACCESS RIGHT-OF-WAY AGREEMENTS**

The Smart Fiber Access Right-of-Way Agreements shall include such standard and other terms as the Chief Administrative Officer deems appropriate, including the following provisions applicable only to Smart City Fiber Access Systems:

1. Exemption from paying annual right-of-way access fees during the initial and any renewal term of the Smart Fiber Access Right-of-Way Agreement.

2. A reduction in permitting and inspection fees normally charged pursuant to applicable ordinances, the amount of which shall be determined by the Director of Engineering and subject to a written agreement.

3. A term of up to twenty (20) years, subject to earlier termination for reasons described in the Smart City Fiber Access Right-of-Way Agreement, including the failure of the fiber optics system to continue to qualify as a Smart City Fiber Access System.

4. The opportunity to renew the Smart City Fiber Access Right-of-Way Agreement for an additional term of up to twenty (20) years, upon a determination by the Chief Administrative Officer that the fiber optics system continues to qualify as a Smart City Fiber Access System, and subject to approval by resolution adopted by Council.

5. Reporting requirements to enable the City to monitor the Smart City Fiber Access System's compliance with the requirements of Section 3.

**B. APPLICATION OF STANDARD RIGHT-OF-WAY AGREEMENT TERMS FOLLOWING TERMINATION OR EXPIRATION OF SMART CITY FIBER ACCESS AGREEMENT**

If a Telecommunication Company's fiber optics system continues to occupy any of the rights-of-way of the City following the termination or expiration of a Smart City Fiber Access Agreement, the Telecommunications Company will be required to enter into a standard City right-of-way agreement and will be subject to the fees and other requirements applicable to those using the City right-of-way, including those contained in Ordinance 5551 and Ordinance 5734, as those ordinances may be amended in the future.

## **SECTION 5. MISCELLANEOUS PROVISIONS**

### **A. TENNESSEE LAW GOVERNS**

In any controversy or dispute under this ordinance, Ordinance 5551, or Ordinance 5734, the law of the State of Tennessee, including its choice of law provisions, shall apply to the extent such law has not been superseded or preempted.

### **B. SEVERABILITY**

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

### **C. ENACTMENT CLAUSE**

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

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**

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

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE, CHAPTER 6, TO DEFINE ENTERTAINMENT TRANSPORTATION VEHICLES, AND TO PROVIDE FOR THE LICENSING AND REGULATION OF THE SAME**

**WHEREAS**, in recent years a new type of transportation business has emerged in various cities within the United States in which the passengers hire a motor vehicle not only as a means of transportation but also for some entertainment or social purpose; and

**WHEREAS**, the General Assembly of the State of Tennessee did in its recent session amend Tennessee Code Annotated, Section 7-51-1007, to recognize Entertainment Transportation Vehicles as a category separate from other types of vehicles already included in said law, and to allow municipalities within Tennessee to regulate the operation of Entertainment Transportation Vehicles; and

**WHEREAS**, in other cities in which such vehicles operate, governments have encountered various problems caused by the vehicles in the area of public safety and welfare, including accidents resulting in damage and injury, the commission of crimes related to operation of the vehicles, and complaints from businesses and citizens about noise and offensive behavior by patrons; and

**WHEREAS**, the Memphis City Council deems it necessary for the health, safety, and welfare of citizens to amend the code of ordinances to regulate the operation of entertainment vehicles in the City of Memphis.

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

Article 1. Definitions.

For purposes of this chapter:

"Certificate" means a certificate of public convenience and necessity, a license granted, upon application and approval, by the Memphis Transportation Commission (MTC) for the sole purpose of authorizing the certificate holder to provide entertainment transportation through an entertainment transportation vehicle.

"Certificate holder" means a person, company, corporation or association which has applied for, and been granted, a certificate of public necessity and convenience.

"Customer" means any person on an entertainment transportation vehicle other than the driver or other employee of the entertainment transportation business, who has paid money for the services of the business or is attached to a party that has done so.

"Driver" means any individual who physically operates an entertainment transportation vehicle as a for-hire vehicle under this chapter. This person may share additional, company-related titles, such as owner, employee of the owner, holder or independent contractor.

"Driver permit" means a permit issued by the MTC to drive and operate an entertainment transportation vehicle.

"Enclosed vehicle" means any motor vehicle that is fully enclosed by metal, plexiglass or glass on all sides and on the top/roof. Any vehicle not meeting this definition would constitute an "unenclosed vehicle." A vehicle is unenclosed if any portion of it lacks solid sides and a roof, including all appurtenances attached thereto, including, but not limited to, a pickup truck or a

wagon or trailer pulled by a tractor, within which passengers are capable of standing and circulating while the vehicle is in motion. For purposes of this section, a vehicle "side" must be a full side enclosure of the vehicle and cannot consist of solely a guard rail or railing. It may contain windows capable of being opened, but all windows shall be fully raised while the vehicle is in operation and any passenger is in possession of an open container. Enclosed vehicles shall maintain any required emergency access or exits but the emergency access or exits may not be used to avoid the safety goals intended by the enclosure.

"Entertainment transportation vehicle" means any motor vehicle that is designed or constructed to accommodate and transport more than one passenger for hire, the principal operation of which is confined to the area within the Memphis City Limits, whether it is operated on a fixed route or schedule, and where the passengers hire the motor vehicle not only as a means of transportation but also for some entertainment or social purpose. "Entertainment transportation" includes, but is not limited to, trucks, buses, and wagons/trailers pulled by a motor vehicle. "Entertainment transportation" does not include a limousine, sedan, shuttle, taxicab, horse-drawn carriages, or electric-assist pedal carriage.

"Entertainment transportation vehicle permit" means a permit issued by the MTC for an entertainment transportation vehicle to carry passengers.

"Entertainment transportation vehicle driver's permit" means a permit issued by the MTC for a person to operate an entertainment transportation vehicle to carry passengers.

"For hire" means a transaction whereby any money, thing of value, charge tickets, surcharge, payment, pecuniary consideration or compensation, reward, donation, tip, or any other remuneration or profit is paid to, accepted by, or received by a driver, employee, agent, owner, or any other representative of an entertainment transportation vehicle in exchange for the temporary

use by or for the transportation of a passenger, whether such is paid voluntarily or upon solicitation, demand, request, contract, agreement, or as a surcharge; or otherwise in conjunction with the purchase of any other services wherein the entertainment transportation is part of the services provided.

"Holder" means a person to whom a certificate of public convenience and necessity has been issued by the commission.

"Inspector(s)" means the inspector(s) for the commission.

"Memphis Transportation Commission," also referred to as "MTC" or "the commission," means the Memphis Transportation Commission as established by the City of Memphis Code of Ordinances, Chapter 39.

"MTC Director" means the Executive Secretary of the MTC, as employed by the City of Memphis on behalf of the MTC.

"Owner" means the person who holds the legal title of the entertainment transportation vehicle.

"Passenger" means any person on an entertainment transportation vehicle other than the driver.

"Person" means any individual, partnership, corporation, association or public or private organization of any character. "Permittee" means a holder of any permit issued under this chapter.

"Solicit" means the distribution of flyers or other material, or an appeal by bell, horn, whistle, words, or gestures by a driver or his or her agent directed at individuals or groups for the purpose of attracting passengers for immediate hire.

"Taxicab" means a motor vehicle regularly engaged in the business of carrying passengers for hire, donation, gratuity or any other form of remuneration, having a seating capacity of less than nine persons and not operated on a fixed route.

Article 2. Certificate of Public Convenience and Necessity

**Section 1. Required and term.**

A. No entertainment transportation vehicle shall be used or operated on a for hire basis by any person in the territorial jurisdiction of the Memphis City government without an owner or operator having first obtained a certificate of public convenience and necessity. Each certificate shall be valid for one year and shall be subject to renewal pursuant to the provisions set forth in this article. Applications will be reviewed and considered as they come in to the MTC.

B. It shall be unlawful for any person to transport or offer to transport passengers in any entertainment transportation vehicle which does not have affixed to the entertainment transportation vehicle a valid permit issued through the MTC.

C. Certificates shall not be transferred, sold or given from one owner to another, including the sale of one entertainment transportation vehicle company in its entirety to another, without approval of the MTC upon the filing of an application for such transfer.

D. The MTC shall track all certificates, and after the renewal period, if the certificate has not been renewed it shall be determined to be void.

**Section 2. Findings - Issuance of certificate or additional permits.**

A. If the MTC finds that further or additional entertainment transportation vehicle service within the Memphis City Limits is required by the public convenience and necessity and that the applicant is fit, willing, and able to provide such service and to conform to the provisions of this chapter and the rules promulgated by the MTC, the MTC may issue a certificate of public convenience and necessity, stating the name and address of the applicant, the number of vehicles authorized upon such certificate and the date of issuance.

B. In making the above findings, the MTC shall, at a minimum, take into consideration the number of entertainment transportation vehicles already in operation, whether existing service is adequate to meet the public need; the character, experience, financial condition and responsibility of the applicant, and such criteria as may be adopted by the MTC in its rules.

**Section 3. Application - Information and fees required.**

A. An application for a certificate of public convenience and necessity shall be filed with the MTC for each classification of service to be provided. Forms will be provided by the MTC and payment of a nonrefundable fee will be charged. The amount of the application fee shall be established by the MTC based the cost of processing the application.

B. The application shall require the following information:

1. Name and address of applicant;

a. Sole-proprietor: Name and address of the owner.

b. Partnership: Names and addresses of all partners.

c. Corporation or association: Names and addresses of all the officers, directors, and members.

2. Business name (d/b/a), business address and telephone number if different from above;
3. A background check of each person;
4. Proof of U.S. citizenship or legal residency;
5. Names and addresses of two references as to the applicant's financial responsibility;
6. Prior experience of applicant in transport of passengers;
7. Number of vehicle permits requested, and copy of proof of ownership or other evidence of lawful control for each vehicle to be operated under the certificate;
8. Procedures for training drivers;
9. Rules and regulations governing driver appearance and conduct;
10. Disclosure of prior state law or City of Memphis Code of Ordinances violations pertaining to noise from motor vehicles, lewd conduct as part of a commercial business, or alcoholic beverage open container laws;
11. Any additional information the applicant desires to include to aid in the determination of whether the requested certificate should be issued;
12. Such further information as the MTC may require.

C. An applicant will be ineligible for consideration if:

1. Any of the owners, partners, officers, directors, or members are under twenty-one years of age and/or the entertainment transportation vehicle business has no separate legal existence beyond a shareholder, owner, or partner who is under the age of twenty-one years of age;
3. Any of the owners, partners, officers, directors, or members has violated any portion of this chapter of the City of Memphis Code of Ordinances within five years immediately preceding the date of application.

4. Any portion of the application is incomplete or contains incorrect or untruthful information.

D. An applicant will be ineligible for consideration for a one-year period if any owner, partner, officer, director, or member has been found guilty by a court of competent jurisdiction of violating state law or City of Memphis Code provisions three or more times within the past three hundred sixty-five days pertaining to noise from motor vehicles and/ or lewd conduct as part of a commercial business.

**Section 4. Issuance and Denial – Fees.**

A. If the MTC or the MTC director determines that further entertainment transportation vehicle services are required and the applicant is qualified, the MTC or MTC director may issue a certificate.

B. The MTC shall adopt the criteria for determining the necessity for additional entertainment transportation vehicle certificates.

C. Any person whose application for a certificate is denied by the MTC director may file a written appeal with the MTC within thirty days of denial and request an appearance before the MTC and appear in-person for consideration of the certificate application.

D. The certificate shall state the name, business address and telephone number of the applicant and the date of expiration.

E. The MTC will set a fee to be charged for the issuance of each approved entertainment transportation vehicle permit associated with the certificate.

**Section 5. Annual renewal.**

A. All certificates issued under the provisions of this chapter shall expire on April 30 of the year following the date on which the certificate was issued. All certificates may be renewed by the MTC director for each successive year between April 1 and 30 of each year. A renewal fee for each approved certificate and other licensing fees shall be charged at the annual renewal of the certificate.

B. All applicants for renewal must be current with all assessments and taxes due to the City of Memphis.

C. If a licensed entertainment transportation vehicle company or individual fails to renew prior to the end of the renewal period, the renewal applicant shall be treated as a new applicant.

**Section 6. Insurance required.**

A. Before any certificate shall be issued by the commission director, or before the renewal of such certificate shall be granted, the applicant or association shall be required to file an insurance policy and/or certificate of insurance with the MTC director evidencing insurance coverage as required in this section.

B. Insurance coverage as provided in subsection (A) of this section means a policy of public liability insurance issued by an insurance company qualified to do business in the state and naming the City of Memphis as an additional insured. Any policy of public liability insurance issued in compliance with this article shall be for a term of not less than one year, and for any entertainment transportation vehicle insured thereunder shall afford protection to any third party sustaining injury or damage as a result of the negligent operation of any entertainment

transportation vehicle, with the minimum amount of insurance to be one million dollars, known as combined single limit insurance coverage. Such policy shall expressly provide that it may not be canceled, except after thirty days written notice to the commission director.

C. Such certificate will certify that the policy provides for a minimum of one million dollars per entertainment transportation vehicle for liability imposed by law for damages on account of bodily injuries, death or personal damages, other than injuries, death or property damages of the company or driver, in any one accident resulting from the ownership, maintenance or use of such entertainment transportation vehicle. The certificate of insurance shall also list the serial number or identification number of each entertainment transportation vehicle that is insured.

D. The operation of any entertainment transportation vehicle within the Memphis City Limits without having in force the public liability insurance policy as outlined in this section is hereby declared to be a violation of this article, subjecting the owner and/or certificate holder to all applicable penalties provided in this article and this chapter.

E. Any changes in insurance must be reported to the commission immediately.

**Section 7. Request for additional vehicle permits.**

An application for additional entertainment transportation vehicle permits under the certificate issued pursuant to this article must be filed with the MTC director. If approved, the established permit fee will be applied.

**Section 8. Suspension and revocation.**

A. A certificate issued under the provisions of this chapter may be revoked, suspended, placed on probation, otherwise restricted, or not renewed by the MTC if the holder thereof has:

1. Violated any of the provisions of this chapter or failed to comply with any rule or regulation established by the MTC;

2. Violated any provision of this code or other ordinances of the City of Memphis or laws of the United States or the State of Tennessee, the violation of which reflects unfavorably on the fitness of the holder to offer transportation services, including but not limited to, violations for excessive noise;

3. Failed to pay assessments or taxes due to the City of Memphis; or

4. Made a misrepresentation or false statement when obtaining a certificate or additional permits, or transferring a certificate.

B. Prior to any action to revoke, suspend, place on probation, otherwise restrict, or not renew a certificate, the holder shall be given notice to the address listed on their certificate of the proposed action to be taken and shall have an opportunity to be heard by the MTC.

C. If the holder commits an act in violation of the criminal laws of the United States of America or state of Tennessee Code and the MTC director determines that holder poses a threat to the public safety, the MTC director may enact an emergency suspension of the holder's certificate to remain in effect until the holder has the opportunity to be heard by the MTC at the next available meeting, but in no circumstance later than sixty days from the date of the emergency suspension.

Article 3. Vehicle and Driver Permits

**Section 1. Permit required- Violations and term.**

A. No person shall drive or otherwise operate an entertainment transportation vehicle engaged in the transportation of passengers unless he or she has a driver's permit and a currently effective Tennessee commercial driver's license. To qualify for a permit, an applicant must comply with all of the requirements and stipulations of this chapter and any rules and regulations adopted by the MTC.

B. A person commits an offense if he or she operates an entertainment transportation vehicle in the Memphis City Limits without a driver's permit issued by the MTC.

C. A business commits an offense if it employs or otherwise allows a person to operate an entertainment transportation vehicle owned, controlled, or operated by the permittee unless the person has a driver's permit issued by the MTC.

D. Each permit shall be valid for one year and shall be subject to renewal pursuant to the provisions set forth in this article.

**Section 2. Application-Information and fees required.**

A. An application for an entertainment transportation vehicle driver's permit shall be filed with the MTC on forms provided by the MTC.

B. Such application shall be certified under oath and shall at a minimum contain the following information:

1. The name, residential address, telephone number and date of birth of the applicant.

No applicant under eighteen years of age will be accepted.

2. The type(s) of vehicle(s) which the applicant will drive under the certificate.
3. The years of experience of the applicant in the transportation industry.
4. A concise history of the applicant's employment.

C. The applicant shall provide copies of the following documents in order to submit his application:

1. A valid driver's license issued by one of the fifty states within the United States of America for the issuance or renewal of an entertainment transportation vehicle driver's permit corresponding with the type/classification of entertainment transportation vehicle to be operated (i.e., commercial driver license, for-hire endorsement, etc.).

2. A Social Security card or birth certificate.

3. If a resident alien, a current work permit or other valid United States Immigration and Customs Enforcement document.

4. A copy of a currently effective Tennessee commercial driver's license.

D. Each application shall be accompanied by an official driver record obtained no longer than thirty days previous to the date of application. All applicants are required to meet the following standards:

1. No convictions in the last five years for any of the following offenses involving bodily injury or death and no convictions in the last three years for any of the following offenses not involving injury or death:

- a. Hit and run;
- b. Driving under the influence of an alcoholic beverage or drug;
- c. Reckless or careless driving.

2. For an initial permit, no more than three moving violations within the last three years and no more than two moving violations in the last year.

3. For a renewal permit, no more than four moving violations within the last three years and no more than two moving violations in the last year.

**Section 3. Fingerprint-based criminal background investigation.**

A. All applicants for an entertainment transportation vehicle driver's permit must undergo a fingerprint-based identification and background check. The MTC staff shall collect background check fees from applicants and schedule them for fingerprinting. A background check report and a copy of the driving record (MVR) of the applicant, if any, shall be attached to the application and forwarded for consideration by the MTC.

B. Any applicant shall, in addition to any disqualifications listed elsewhere in this chapter, be disqualified if the applicant:

1. Has been convicted, pleaded guilty, placed on probation or parole, pleaded nolo contendere, or been released from incarceration within a period of five years prior to the date of application for violation of any of the following criminal offenses under the laws of Tennessee, any other state or of the United States:

- Homicide,
- Rape,
- Aggravated assault,
- Kidnapping,
- Robbery,
- Felony theft,

- Burglary,
- Child sexual abuse,
- Domestic violence,
- Any sex-related offense,
- Leaving the scene of an accident,
- Criminal solicitation, or criminal attempt to commit any of above,
- Perjury or false swearing in making any statement under oath in connection with the application for a driver's permit, or
- The felony possession, sale or distribution of narcotic drugs or controlled substances.

2. If, at the time of application, the applicant is charged with any offenses in subsection (1) of this section, consideration of the application shall be deferred until the applicant's entry of a plea, conviction, acquittal, dismissal, or other final disposition of the charges.

3. Has been convicted of or released from incarceration due to two or more felony offenses within the past seven years.

4. Has been convicted for a period of two years prior to the date of application of the violation of two or more sections of this Code or other ordinances governing the operation of entertainment transportation vehicles.

If the applicant fails to disclose any criminal conviction, except traffic citations, on the application for a permit, the application may be referred to the MTC for consideration.

**Section 4. Application - Approval or disapproval.**

The MTC or its staff shall, upon the consideration of the application and any reports and certificates required to be attached thereto, approve or reject the application. Any applicant rejected

by the MTC staff may file an appeal within thirty days of denial and request an appearance before the MTC. The appeal shall be heard by the MTC at the next available MTC meeting with the appellant appearing in-person for consideration of the application.

**Section 5. Issuance - Permit contents and display.**

A. Upon approval of an application for an entertainment transportation vehicle driver's permit, the MTC director shall issue a permit to the applicant, which shall bear the name, driver's permit number, height, date of birth, photograph of the applicant, and other information deemed appropriate.

B. Every driver shall at all times conspicuously display a permit either on the clothing of the driver's upper body or within the entertainment transportation vehicle. A driver shall allow the MTC director, MTC inspector, or a police officer to examine the permit upon request.

**Section 6. Unpermitted drivers.**

A. If any person is found operating any entertainment transportation vehicle within the Memphis City Limits without a valid entertainment transportation vehicle driver's permit on behalf of any holder of a certificate of necessity and public convenience, the MTC director may immediately take action to suspend or revoke the certificate.

B. A person whose entertainment transportation vehicle driver's permit is suspended shall not drive an entertainment transportation vehicle within the Memphis City Limits during the period of suspension.

**Section 7. New application after denial.**

Upon denial of an application for a driver's permit, no new application shall be considered for a period of three months.

**Section 8. Expiration - Issuance and replacement fee.**

A. Each entertainment transportation vehicle driver's permit shall be issued for a period of one year.

B. A permit may be issued to qualified applicants upon the payment of a fee established by the MTC plus the costs of investigation. If the permit for the preceding year has been revoked, no new permit shall be issued without prior MTC approval. A fee established by the MTC shall be charged for all replacement driver permits. Such fees shall be in addition to the cost of any investigation.

**Section 9. Suspension, revocation, and appeal.**

A. The MTC director may suspend or revoke any applicant's certificate if the director determines that the applicant fails to comply with any requirement of this chapter. The director shall notify the applicant of any specific failure to comply with this chapter resulting in the suspension or revocation of their certificate and the applicant's right to an appeal by first class mail, express mail, overnight carrier, or personal service. If the MTC director suspends or revokes a certificate, the applicant may appeal within ten days of such suspension or revocation to the MTC for a hearing to determine if such suspension or revocation is justified. The decision of the MTC shall be final, subject to any appropriate judicial review.

B. The MTC director is hereby given authority to suspend any entertainment transportation vehicle driver's permit issued under this article for a driver's failure or refusal to comply with the provisions of this article. Such suspensions may not last for a period of more than thirty days. The MTC director is also given authority to revoke any permit for failure to comply with the provisions of this article.

C. If a driver is charged in any court with a misdemeanor involving moral turpitude, or with any felony, or with driving while intoxicated or under the influence of drugs, or with violations of this article, the MTC director is hereby given authority to suspend the driver's permit pending final disposition of the charges against them, and to revoke such permit upon conviction thereof.

D. The MTC director may revoke an entertainment transportation vehicle driver's permit if the director determines that the permittee has engaged in conduct detrimental to the public safety.

E. The MTC director may not suspend or revoke any permit unless the driver has received notice of the charges against them and has had the opportunity to present evidence on their behalf.

F. Any permittee whose license has been suspended or revoked by the MTC director may file a written appeal with the MTC within ten days. If an appeal is not made to the MTC within ten days of the MTC director's decision, the MTC director's decision shall be final. A letter addressed to the MTC and delivered to the MTC office stating that an appeal from the decision of the MTC director is desired shall perfect such appeal. The MTC, as soon as practicable after receiving such notice of appeal, shall notify the applicant or permittee of the date and time of the hearing which shall be not less than five days after the mailing of such notice. After the hearing of the appeal, the MTC shall sustain, modify or reverse the findings of the MTC director, and shall

notify the MTC director and the applicant or permittee of its findings. The findings of the MTC shall be final, subject to any applicable legal processes.

G. A driver whose permit is revoked may not reapply for ninety days from the date of revocation and will be treated as a new applicant.

**Section 10. Revocation of a valid driver's license.**

An entertainment transportation vehicle driver's permit issued under this chapter shall be coterminous with the permittee's valid driver's license issued by one of the fifty states in the United States of America for the type/classification of entertainment transportation vehicle to be operated. Any time that a permittee's driver's license is suspended, revoked, or cancelled, their entertainment transportation vehicle driver's permit shall likewise be immediately suspended, revoked, or cancelled. The entertainment transportation vehicle driver's permit shall immediately be surrendered to the MTC until such time as their driver's license is reinstated.

**Section 11. Conduct of drivers.**

A driver shall at all times:

1. Act in a reasonable, prudent, safe, and courteous manner;
2. Not permit a person not possessing an entertainment transportation vehicle driver's permit to operate the entertainment transportation vehicle;
3. Not permit more passengers to be carried in an entertainment transportation vehicle than for which there is proper seating, and at no time shall the driver allow any passenger to ride in any area of the entertainment transportation vehicle not specifically designed or designated as a seat;

4. Not permit any passenger sixteen years of age or younger to ride in an entertainment transportation vehicle unaccompanied by an adult;
5. Not operate an entertainment transportation vehicle while under the influence of intoxicating beverages or drugs;
6. Not operate an entertainment transportation vehicle while possessing a lighted cigarette, cigar, or pipe at any time;
7. Observe and obey all state and local noise and traffic laws and regulations;
8. Not permit a customer to stand or ride on any part of the entertainment transportation vehicle other than the designated seating area while the entertainment transportation vehicle is in motion and to advise the passengers that they must be seated except when loading or unloading.

**Section 12. Return of passengers' property.**

A driver of an entertainment transportation vehicle shall immediately attempt to return to a passenger any property left by the passenger in the entertainment transportation vehicle. If unable to locate the passenger, the driver shall turn the property into the certificate holder's company office at the end of the driver's shift or at the first available opportunity. In such cases, the certificate holder shall make a good faith effort to locate the passenger, and, if not successful, hold the property in storage at its location for at least thirty days, unless otherwise directed by the director.

**Section 13. Compliance with provisions.**

Every driver granted a permit under this article shall comply with all City of Memphis, state, and federal laws. Failure to do so may result in disciplinary actions including suspension and up to revocation of the entertainment transportation vehicle driver's permit.

Article 4. Equipment and Operation

**Section 1. Vehicle permit required.**

Each entertainment transportation vehicle must have a permit issued by the MTC. The permit will identify each entertainment transportation vehicle by a unique number in accordance with rules and procedures established by the MTC and will be associated with the specific classification and by certificate holder. Permits are not transferable to other entertainment transportation vehicles or other certificate holders.

**Section 2. Ownership and control of vehicles.**

All entertainment transportation vehicles permitted under this chapter must be under the lawful control of a certificate holder demonstrated either by proof of ownership or a copy of a valid lease agreement and must be under the direct control of a permitted driver while in operation or use.

**Section 3. Vehicle to display identification.**

All entertainment transportation vehicles operated under the authority of this chapter shall be equipped with identification as prescribed by the MTC in rules and regulations.

**Section 4. Vehicle requirements; safety standards.**

A. To the fullest extent permitted by Tennessee and federal law, prior to the use and operation of any vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined and inspected by the certificate holder or a third party in accordance with rules and regulations prescribed by the MTC. These rules and regulations shall be promulgated to provide safe transportation and specify such safety equipment and regulatory devices as the MTC shall

deem necessary. When a certificate holder finds that a vehicle has met all the terms established by the MTC, the holder shall certify this to the MTC director, who shall authorize a permit to be issued.

B. To the fullest extent permitted by Tennessee and federal law, every vehicle operating under this chapter is subject to random and periodic inspections to ensure the continued maintenance of safe operating conditions. A certificate holder shall make an entertainment vehicle available for inspection upon or prior to the expiration of the notice period provided for in the rules and regulations adopted by the MTC, when ordered to do so by MTC staff. If, upon inspection it is determined that an entertainment vehicle for hire is not in compliance with this chapter or MTC rules, the MTC staff shall order the vehicle to be removed from service or brought into compliance within a reasonable period of time and require it to be re-inspected.

C. Every vehicle operating under this chapter shall be kept in a clean and satisfactory condition, according to rules and regulations promulgated by the MTC.

D. Every vehicle operating under this chapter must be equipped with seats for each passenger.

E. To the fullest extent permitted by Tennessee and federal law, every vehicle operating under this chapter shall undergo an annual detailed mechanical inspection conducted by an approved mechanic pursuant to the requirements of rules and regulations adopted by the MTC. The records of these inspections must be maintained and made available to MTC staff as provided by the rules and regulations adopted by the MTC. The certificate holder shall certify to the MTC director compliance with this subsection.

F. The MTC may, by rule, establish additional inspection requirements for entertainment transportation vehicles and other equipment used in the entertainment transportation vehicle service.

G. The MTC shall have the authority to promulgate rules and regulations related to vehicle safety that are consistent with applicable law to ensure the safe operation of entertainment transportation vehicles.

**Section 5. Operating area.**

Entertainment transportation vehicles shall operate upon the streets in the Memphis City Limits on routes or zones delineated by the Memphis Transportation Commission, within the selected portion of the Central Business Improvement District (Core District, Edge/Medical District, and South District - see Exhibit A). Any deviation or amendments to routes or zones must be reviewed by the MTC or its staff and receive approval from the Memphis City Council by Resolution. Any approved deviation must be reported to the MTC or the MTC director staff prior to beginning of operations.

**Section 6. Operating hours.**

Entertainment transportation vehicles shall operate between the hours of 11 AM to 11 PM. Any deviation from these hours must be reviewed by the MTC or its staff and receive approval from the Memphis City Council by Resolution. Any approved deviation must be reported to the MTC or the MTC director staff prior to beginning of operations.

**Section 7. Records and reports.**

A. Each holder shall maintain at a single location business records of its entertainment transportation vehicle business. The records must be maintained in a manner approved by the MTC director and contain the following information:

1. An identification of the entertainment transportation vehicles operating each day;
2. An identification of the drivers operating the entertainment transportation vehicles each day and a statement of the hours each driver operated the vehicle each day; and
3. Any other information the MTC director determines necessary for monitoring the activities, operations, service, and safety record of the licensee.

B. A certificate holder shall make its records available for inspection by the MTC director, inspector, law enforcement officer or designated officials.

**Section 8. Accidents**

A. All accidents arising from or in connection with the operation of an entertainment transportation vehicle shall be reported within seventy-two hours from the time of occurrence to the MTC director if the accident results in:

1. Death or bodily injury to any person, or
2. Damage to any vehicle, or to any property in an amount exceeding the sum of four hundred dollars.

B. An entertainment transportation vehicle damaged in an accident, but still operable without placing the driver or passengers at risk, must be repaired within two weeks of the accident or removed from operation until repaired and inspected.

**Section 9. Passengers-Receiving and discharging by drivers.**

A. Drivers shall only receive and discharge passengers at designated staging areas/locations approved by the MTC.

B. Drivers shall not allow additional passengers to board the entertainment transportation vehicle after the vehicle has left its fixed starting point.

**Section 10. Disposition of disorderly passengers.**

Drivers shall act in a reasonable and professional manner in dealing with disorderly passengers.

**Section 11. Soliciting business.**

No certificate holder or driver of an entertainment transportation vehicle shall offer any compensation of whatever form to any person or entity in exchange for the direction or recommendation of passengers to that entertainment transportation vehicle, provided that this section shall not prohibit certificate holders from advertising their entertainment transportation business.

**Section 12. Compliance with other laws.**

It shall be a violation of this chapter for a certificate holder or driver to violate any other applicable federal, state or local law or regulation in offering or providing entertainment transportation vehicle services.

**Section 13. Enforcement.**

A. The inspectors of the Memphis Transportation Commission are authorized and are instructed to observe the conduct of holders of certificates and permits operating under this chapter. Upon discovering a violation of the provisions of this chapter, the inspector may either report the violation to the MTC, which will order or take appropriate action, or issue a citation as authorized under Article IV, Section 1 A.

B. In addition to the enforcement authority provided to MTC inspectors in subsection A. of this section, officers of the Memphis Police Department shall have the authority to enforce this chapter. A police officer, upon observing a violation of this chapter or of any regulation or rule established by the MTC or the MTC director pursuant to this chapter, may take necessary enforcement action to insure effective regulation of entertainment transportation vehicles.

**Section 14. Limitation of service due to weather conditions.**

Entertainment transportation vehicles shall not receive passengers when weather conditions are sufficiently adverse or inclement so as to endanger passengers or the public. The MTC, by rule, may adopt specific guidelines for the operation of entertainment transportation vehicles in inclement weather conditions.

Article 5. Violations – Civil Penalty Schedules

**Section 1. Violations-Penalties-Additional regulations.**

A. All provisions of this chapter shall be governed by the penalties and procedures for general ordinance violations set forth in the Code of Ordinances of Memphis, Tennessee, 1-24-1.

B. Notwithstanding any provision contained herein, the MTC shall have the authority to enforce the provisions of this chapter.

C. The MTC shall have the authority to promulgate, implement, and enforce additional rules and regulations pertaining to entertainment transportation vehicles, provided such rules and regulations are consistent with the provisions of this chapter, and prior approval is obtained from the Memphis City Council.

**Section 2. Severability.**

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

**Section 3. Effective Date.**

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

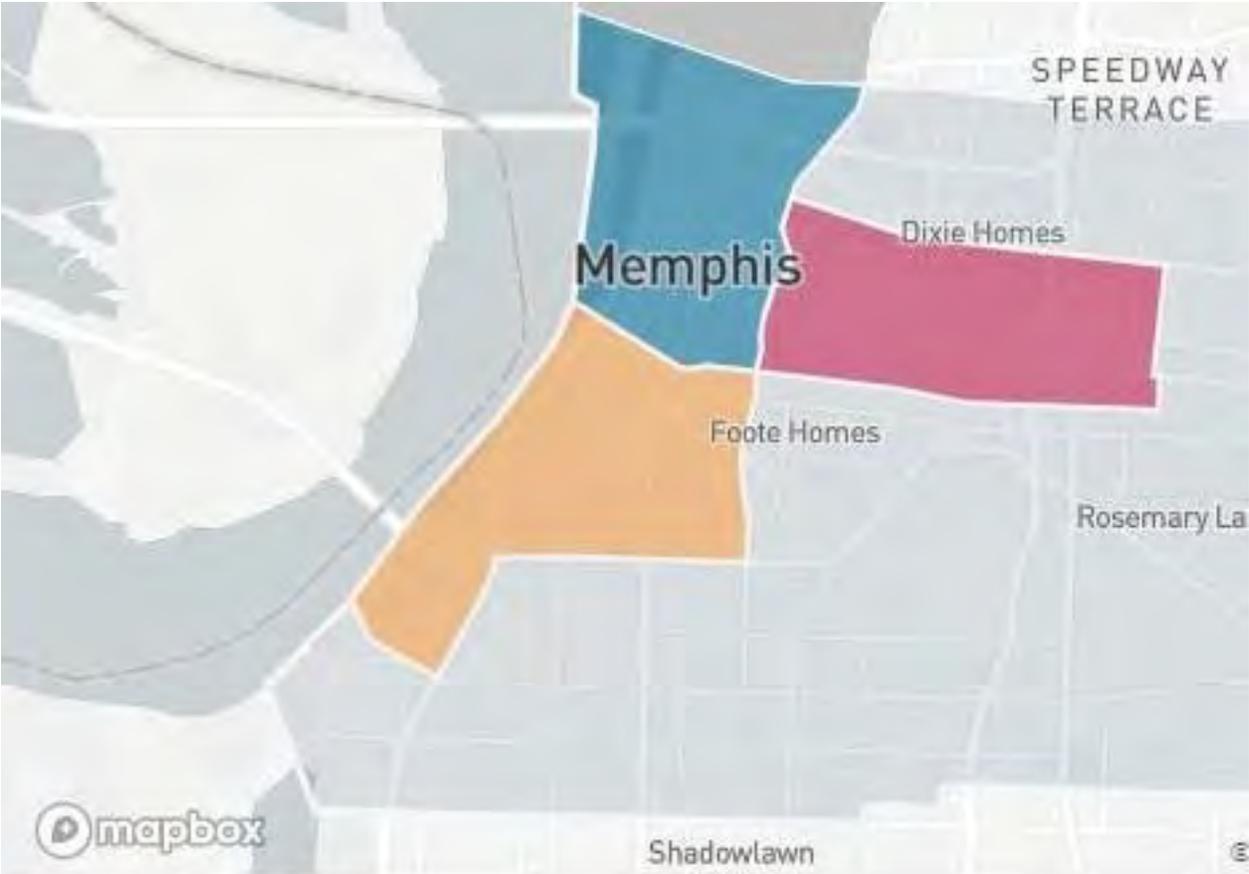
SPONSOR

Ford Canale

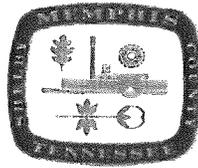
CHAIRMAN

Martavius Jones

Exhibit A



- South District
- North District
- Core District
- Edge/Medical District
- Core City District



## Memphis City Council Summary Sheet

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

A resolution to accept, allocate and appropriate Port Security Grant Program funds from the Department of Homeland Security Operations Safety in the amount of \$526,580 to be used to replace Class B firefighting foam.

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

Memphis 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.**

All council districts and super district.

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

This request will require a new contract.

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

This project requires an expenditure of funds and a budget adjustment.

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

There is no MWBE goal.



**A resolution to accept, allocate and appropriate Port Security Grant Program funds from the Department of Homeland Security Operations Safety in the amount of Five Hundred Twenty-Six Thousand Five Hundred Eighty Dollars and Zero Cents (\$526,580) to be used to replace Class B firefighting foam.**

**WHEREAS**, The City of Memphis Division of Fire Services has been awarded grant fund in the amount of Five Hundred Twenty-Six Thousand Five Hundred Eighty Dollars (\$526,580) from the Department of Homeland Security Operations Safety to be used to replace Class B firefighting foam and with a City match in the amount of One Hundred Seventy-Five Thousand Five Hundred Twenty-Seven Dollars and Zero Cents (\$175,527); and

**WHEREAS**, These funds will be used for organizational service-delivery improvements that overlay with the Port-area and maritime emergency response by replacing Class B firefighting foam; and

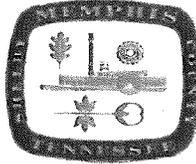
**WHEREAS**, It is necessary to accept the grant funding and amend the FY24 Misc. Grant Budget to establish funds for the Port Security Grant Program; and

**WHEREAS**, It is necessary to appropriate the fund in the amount of Five Hundred Twenty-Six Thousand Five Hundred Eighty Dollars and Zero Cents (\$526,580) for Fire Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Port Security Grant Program funds in the amount of Five Hundred Twenty-Six Thousand Five Hundred Eighty Dollars and Zero Cents (\$526,580) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY24 Misc. Grant Budget be and is hereby amended by allocation and appropriating the Expenditures and Revenues for the Port Security Grant Program as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$526,580</b>
<b>Expense</b>	
<b>Equipment</b>	<b>\$526,580</b>



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate supplemental grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force 1 Readiness Cooperative Agreement in the amount of \$158,477 for equipment.

**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.**

The original resolution to accept the grant funding passed Council on 11-15-22 in the amount of \$1,211,650.

**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.**

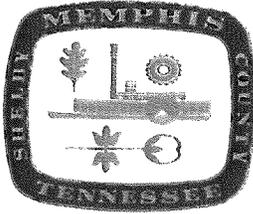
This will not require a new contract or an amendment to an existing contract.

**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 supplemental grant funding in the amount of One Hundred Fifty-Eight Thousand Four Hundred Seventy-Seven Dollars (\$158,477) from the US Department of Homeland Security for the annual sustainment of TN Task Force 1.**

**WHEREAS**, the City of Memphis Division of Fire Services has received supplemental grant funds in the amount of One Hundred Fifty-Eight Thousand Four Hundred Seventy-Seven Dollars (\$158,477) from the US Department of Homeland Security - FEMA; and

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

**WHEREAS**, it is necessary to accept the supplemental grant funding and amend the Fiscal Year 2024 Misc Grant Budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, it is necessary to appropriate the supplemental grant funds in the amount of One Hundred Fifty-Eight Thousand Four Hundred Seventy-Seven Dollars (\$158,477) 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 supplemental funds in the amount of One Hundred Fifty-Five Thousand Four Hundred Seventy-Seven Dollars (\$158,477) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2024 Misc Grant Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue Grant supplemental funds in the amount of One Hundred Fifty-Five Thousand Four Hundred Seventy-Seven Dollars (\$158,477) as follows:

<u>Revenue</u>	
FEMA	\$158,477
<u>Expense</u>	
Equipment	\$158,477



**Resolution authorizing the Council to hold a public hearing at which it will convene as a Ratemaking Board to consider the application of the MLGW Board of Commissioners for rate increases and changes to present electric rate tariffs**

WHEREAS, pursuant to Chapter 381 of the Private Acts of 1939, City of Memphis Charter Section 680, the Memphis Light, Gas and Water Division has made application to the Council to hold a public hearing to consider approval by the Council of electric rate increases to present electric rate tariffs.

WHEREAS, the City Council desires to authorize its staff and MLGW to take all necessary steps to schedule a public hearing of the City Council on November 21, 2023, for the purpose of considering the electric rate application of the MLGW Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council shall hold a public hearing on November 21, 2023, at which it will convene as a Ratemaking Board to consider the application of the MLGW Board of Commissioners for rate increases and changes to present electric rate tariffs.

**FURTHER RESOLVED**, that MLGW is hereby authorized to publish notice of such hearing in a newspaper of general circulation no less than three days in advance of the hearing date.

SPONSOR: MLGW ADMINISTRATION

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

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

**Resolution approving an Asset Purchase Agreement for the acquisition of a 600MHz license issued by the Federal Communications Commission to Bluewater Wireless II, L.P., with FCC call sign WRBV764, covering the counties of Shelby TN, Tipton TN, and Crittenden AR, in the amount of Twenty-Seven Million Dollars (\$27,000,000.00).**

### **2. Additional Information**

**The Vice President of Engineering and Operations presented for consideration of the Board an Asset Purchase Agreement for the acquisition of a 600MHz license (the "License") issued by the Federal Communications Commission ("FCC") to Bluewater Wireless II, L.P., with FCC call sign WRBV764, covering the counties of Shelby TN, Tipton TN, and Crittenden AR, in the amount of Twenty-Seven Million Dollars (\$27,000,000.00).**

## **CITY COUNCIL RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners has recommended to the Council of the City of Memphis the purchase of a 600MHz license (the "License") issued by the Federal Communications Commission ("FCC") to Bluewater Wireless II, L.P., with FCC call sign WRBV764, covering the counties of Shelby TN, Tipton TN, and Crittenden AR, in the amount of Twenty-Seven Million Dollars (\$27,000,000.00).

**WHEREAS**, the purchase of the License will provide MLGW with permanent electromagnetic spectrum, enabling MLGW to own and operate its own private LTE (long term evolution) network and providing for reliable, resilient communications in the automated distribution management system; and

**WHEREAS**, the License will play a critical role in the Grid modernization program, and the spectrum will function to manage the new communications system of approximately 3000 devices, to include towers, transmitters, radios, and software; as a communications backbone for automated distribution management system functions, the RF Spectrum will also assist in other operational and business needs, such as meter reading, crew communications, and managing system operations.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS** that the Board of Light, Gas and Water Commissioners recommends to the Council of the City of Memphis, the purchase of the License, for and in consideration of Twenty-Seven Million Dollars (\$27,000,000.00), to be funded from the Electric Division included in the 2023 Electric Division Working Capital; and further,

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that, the President or his designated representative of the Division is hereby authorized to execute and deliver an Asset Purchase Agreement, Exhibit A or in substantially similar form, for the purchase of said asset, in as many counterparts as may be required; and further,**

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that, the President or his designated representative of the Division is hereby authorized to execute and deliver all such other documents and instruments, including but not limited to those required by the FCC, necessary to complete the transaction.**

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 18, 2023**

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The Vice President of Engineering and Operations presented for consideration of the Board an Asset Purchase Agreement for the acquisition of a 600MHz license (the "License") issued by the Federal Communications Commission ("FCC") to Bluewater Wireless II, L.P., with FCC call sign WRBV764, covering the counties of Shelby TN, Tipton TN, and Crittenden AR, in the amount of Twenty-Seven Million Dollars (\$27,000,000.00).

With the purchase of the License, MLGW will permanently acquire electromagnetic spectrum, enabling MLGW to own and operate its own private LTE (long term evolution) network and providing for reliable, resilient communications in the automated distribution management system. The License will play a critical role in the Grid modernization program, and the spectrum will function to manage the new communications system of approximately 3000 devices, to include towers, transmitters, radios, and software. As a communications backbone for automated distribution management system functions, the RF Spectrum will also assist in other operational and business needs, such as meter reading, crew communications, and managing system operations.

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

**THAT, the Board of Light, Gas and Water Commissioners recommends to the Council of the City of Memphis, the purchase of the License, for and in consideration of Twenty-Seven Million Dollars (\$27,000,000.00), to be funded from the Electric Division included in the 2023 Electric Division Working Capital; and further,**

**THAT, the President or his designated representative of the Division is hereby authorized**

to execute and deliver the Asset Purchase Agreement, Exhibit A or in substantially similar form, for the purchase of said asset in as many counterparts as may be required; and further,

THAT, the President or his designated representative of the Division is hereby authorized to execute and deliver all such other documents and instruments, including but not limited to those required by the FCC, necessary to complete the transaction.

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

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