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Memphis City Council Summary Sheet

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

Allocation and Appropriation of \$415,000.00 for Fiscal Year 2026, Accelerate Memphis Project Number PKA1001, Construction Mgmt Contract, Architecture and Engineering.

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

COM Finance

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

No, it is not.

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

All Council Districts and both Super Districts.

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

No new contract required.

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

Yes, it will require an expenditure of funds.



P007

Resolution to Allocate and Appropriate funds from the Accelerate Memphis Fund, PKA1203

WHEREAS, the Council of the City of Memphis did include Chandler Park Playgrounds Project Number PKA1203, as part of the Fiscal Year 2026 Accelerate Memphis Budget; and

WHEREAS, the Council does support the Accelerate Memphis program which provides funds for repairs and new construction of recreation facilities across the City, as part of the FY2026 Accelerate Memphis Budget; and

WHEREAS, the Administration contracted with MFA Program Management to provide support for design and construction activities as related to Accelerate Memphis projects, the scope of the contractual work was increased while amending the original contract sum, thus the Administration requires additional consulting fees for the increased scope of work; and

WHEREAS, the Administration requests that Council approve the allocation, appropriation and transfer of \$415,000.00 in the Fiscal Year 2026, from Accelerate Memphis Project Number PKA1203, Chandler Park Playgrounds to Project Number PKA1001, (Construction Mgmt Contract, Architecture and Engineering), as part of the FY2026 Accelerate Memphis Budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby allocated, appropriated and transferred the sum of \$415,000.00 in the Fiscal Year 2026, from Accelerate Memphis Project Number PKA1203, Chandler Parks Playgrounds, Contract Construction and Furniture, Fixture, Equipment, chargeable to the Fiscal Year 2025 Accelerate Memphis Budget; with said appropriations being credited as follows:

Project Title:	Construction Mgmt Contract
Project Number:	PKA1001
Amount:	\$415,000.00

MLGW Consent Agenda Committee Discussion



MLGW Committee

August 5, 2025

Fiscal Consent Totals:

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$262,064,014.68**
Items approved by Council through 7/22/2025.
- 2. Total Fiscal Consent Requested Amount – \$5,732,851.51**
Items requested for 8/5/2025 meeting.
- 3. Total Fiscal Consent Year-to-Date Amount - \$267,796,866.19**
Total of approvals and requests through 8/5/2025 meetings.

Items for Aug 5th Agenda

Items approved by BOC on July 16th

1. Resolution approving change No. 1 to Contract No. 12621 (formerly Contract No. C2805) BESS Strategic Placement with GDS Associates, Inc., to change the current contract in the funded amount of \$192,370.00.
2. Resolution approving Change No. 2 to Contract No. 12360 (solicited under Contract No. 12292), Professional Engineering Services for Water Engineering to HDR Engineering, Incorporated in the funded not-to-exceed amount of \$1,700,000.00.
3. Resolution approving Change No. 3 to Contract No. 12358 (solicited under Contract No. 12292), Professional Engineering Services for Water Engineering with Barge Design Solutions, Inc. to renew the current contract in the funded amount of \$500,000.00.
4. Resolution approving Change No. 2 to Contract No. 12545, Veritas NetBackup Renewal (formerly Contract No. C2668) with Thomas Consultants, Inc. to renew the current contract in the funded amount of \$210,064.26.
5. Resolution approving Change No. 1 to Contract No. 12618 (formerly Contract No. C2796), Enterprise Performance Management Enterprise Cloud Service with Mythics, LLC to renew and extend the current contract in the funded amount of \$238,345.48.
6. Resolution awarding purchase order for standard 30-foot octagonal concrete poles to ATG Supply, LLC in the amount of \$247,147.00.
37. Resolution awarding purchase order for standard concrete post tops to ATG Supply, LLC in the amount of \$169,988.00.

Items for Aug 5th Agenda

Items approved by BOC on July 16th

8. Resolution approving ratification of Purchase Order Number 7070599 with Stribling Equipment, LLC for four-wheel drive backhoes in the amount of \$441,540.00.
9. Resolution awarding purchase order for three-quarter ton trucks with service bodies to Lonnie Cobb Ford LLC in the amount of \$347,346.00.
10. Resolution awarding purchase order for low cab forward stake trucks to Rush Truck Centers of Tennessee, Inc. in the amount of \$236,034.00.
11. Resolution awarding purchase order for 65-foot telescopic boom lifts to Thompson Machinery Commerce Corp. in the amount of \$297,000.00.
12. Resolution approving Change No. 1 to Contract No. 12619 (formerly Contract No. C2585), UPS Preventative Maintenance with Electronic Power Systems, Inc. to change the current contract in the funded amount of \$129,512.00.
13. Resolution approving Change No. 2 to Contract No. 12415, Water, Gas, Booster and Vacant Lots Grounds Maintenance with Rotolo Consultants, Incorporated to renew the current contract in the funded amount of \$434,324.77.
14. Resolution ratifying the emergency award of Contract No. 12594, Revenue and Meter Services Support (Emergency) with Bridgewater Consulting Group, Inc. in the funded not-to-exceed amount of \$589,180.00.

BESS Strategic Placement

- Funded amount: \$192,370.00
- Award Duration: December 2, 2025 – December 1, 2026
- Type of Bid: Professional Services
- Awarded to: GDS Associates, Inc.
- Plain Language Description: This change will expand the scope of work to support MLGW's Solar and Battery and Energy Storage Systems RFP initiatives.
- Impact: The professional services will support MLGW's Solar and BESS efforts to improve the reliability and resiliency of the electric grid and ensure the continued availability of affordable power for our customers for decades to come.

Professional Engineering Services for Water Engineering

- Funded amount: \$1,700,000.00
- Award Duration: Third and the fourth and final renewals (October 13, 2025 through October 12, 2027)
- Type of Bid: RFQ
- Awarded to: HDR Engineering, Inc.
- Plain Language Description: To increase the contract value with additional funds planned for the following:
 - Completing the remaining filter upgrade designs at Palmer, Sheahan and Lichterman pumping station
 - Filter grant project, construction administration professional services.
 - Other capital projects that arise during this renewal term.
- Impact: Provides external resources, and subject matter experts, to assist in getting large designs completed for major capital improvement projects.

Professional Engineering Services for Water Engineering

- Funded amount: \$500,000.00
- Award Duration: Third and the fourth and final renewals (September 28, 2025 through September 27, 2027)
- Type of Bid: RFQ
- Awarded to: Barge Design Solutions, Inc.
- Plain Language Description: This is for the third and fourth and final renewal terms with an increase of \$500,000.00. Additional funds planned for the following:
 - a. Construction administration for construction of McCord Mechanical Maintenance and special storage facility.
 - b. Reservoir High Service Pump designs at McCord, Lichterman and Sheahan to increase reliability of supply to customers in the event of a station shutdown.
 - c. Other capital projects that arise during this renewal term.
- Impact: Provides external resources, and subject matter experts, to assist in getting large designs completed for major capital improvement projects.

Veritas NetBackup Renewal

- Funded amount: \$210,064.26
- Award Duration: Annual software maintenance, support services and licensing renewal (October 1, 2025 through September 30, 2026)
- Type of Bid: Sealed Bid
- Awarded to: Thomas Consultants, Inc.
- Plain Language Description: Veritas NetBackup is a software platform used by MGLW to back up and restore data across our IT environments—protecting data on servers, virtual machines, databases, and applications.
- Impact: MGLW chose Veritas NetBackup for its enterprise-grade reliability, broad platform support, and centralized management for protection of data such as Customer Information System (CIS), Geographical Information System (GIS), and other applications.

Enterprise Performance Management Enterprise Cloud Service

- Funded amount: \$238,345.48
- Award Duration: Renewal and Extension (September 15, 2025 through September 14, 2028)
- Type of Bid: Cooperative Agreement
- Awarded to: Mythics, LLC
- Plain Language Description: This contract renewal ensures the continued use of the Oracle Service for Enterprise Performance Management and the financial reporting and reconciliation applications that have been developed for MLGW.
- Impact: The contract extension allows MLGW continued access to the Oracle Cloud infrastructure application Enterprise Performance Management and will support the finance division in generating financial reports, audits and reconciliations.

Standard 30-Foot Octagonal Concrete Poles



- Funded amount: \$247,147.00
- Award Duration: One-Time purchase
- Type of Bid: Sealed Bid
- Awarded to: ATG Supply, LLC
- Plain Language Description: To purchase a quantity of 101 standard 30-foot octagonal concrete poles which will be used for MLGW's street light system infrastructure.
- Impact: The standard 30-foot octagonal concrete poles are needed for upcoming projects and for infrastructure updates.

Standard Concrete Post Tops



- Funded amount: \$169,988.00
- Award Duration: One-Time purchase
- Type of Bid: Sealed Bid
- Awarded to: ATG Supply, LLC
- Plain Language Description: To purchase 91 standard concrete post tops which will be used for MLGW's street light system infrastructure.
- Impact: The standard concrete post tops are needed for upcoming projects and for infrastructure updates.

Four-Wheel Drive Backhoes

- Funded amount: \$441,540.00
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Sourcewell Contract #011723-JDC
- Awarded to: Stribling Equipment, LLC
- Plain Language Description: A quantity of three, four-wheel drive backhoes will be used by Division crews to maintain the electric, gas, and water systems and for various customer service functions. MLGW has 116 Backhoes in the fleet and budgeted to replace 3 in 2025, this completes procurement in 2025. 7 will be procured per year in 2026 and beyond.
- Impact: The four-wheel drive backhoes will replace existing four-wheel drive backhoes that will be retired from service.



Three-Quarter Ton Trucks with Service Bodies

- Funded amount: \$347,346.00
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing State of Tennessee Contract #84711
- Awarded to: Lonnie Cobb Ford LLC
- Plain Language Description: To purchase six, three-quarter ton trucks with service bodies to be used by Division crews to maintain the electric, gas, and water systems and for various customer service functions. MLGW has 689 pickups in the fleet and budgeted to replace 68 in 2025. This is a portion of that planned procurement.
- Impact: The three-quarter ton trucks with service bodies will replace existing three-quarter ton trucks with service bodies that will be retired from service.



Low Cab Forward Stake Trucks



- Funded amount: \$236,034.00
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Rush Truck Centers of Tennessee, Inc.
- Plain Language Description: To purchase three low cab forward stake trucks to be used by Division crews to maintain the electric, gas, and water systems and for various customer service functions. MLGW has 230 service truck in the fleet and budgeted to replace 11 in 2025. This is part of that procurement.
- Impact: The low cab forward stake trucks will be used to haul shoring equipment, barrels, and cones for traffic control.

65-Foot Telescopic Boom Lifts



- Funded amount: \$297,000.00
- Award Duration: One-Time Purchase
- Type of Bid: Sealed Bid
- Awarded to: Thompson Machinery Commerce Corp.
- Plain Language Description: To purchase two, 65-foot telescopic boom lifts to be used by Division crews to maintain the electric substations and for various customer service functions. MLGW has 9 Manlifts in the fleet and budgeted to replace 2 in 2025. This completes that procurement.
- Impact: The 65-foot telescopic boom lifts will replace existing equipment that will be retired from service.

UPS/PDU Preventative Maintenance

- Funded amount: \$129,512.00
- Award Duration: March 5, 2023 through March 4, 2028
- Type of Bid: Single Source
- Awarded to: Electronic Power Systems, Inc.
- Plain Language Description: This contract is for preventative maintenance on our uninterrupted power supply system and battery replacements at various facilities.
- Impact: The need exists to ensure reliability of our uninterruptable power supply equipment which is critical for the MLGW infrastructure.

Water, Gas, Booster and Vacant Lots Grounds Maintenance

- Funded amount: \$434,324.77
- Award Duration: Second of four (4) annual renewals (January 1, 2026 – December 31, 2026)
- Type of Bid: Sealed Bid
- Awarded to: Rotolo Consultants, Incorporated
- Plain Language Description: This contract is to provide grounds maintenance services such as mowing, trimming, debris removal, spraying, etc. for various locations at MLGW.
- Impact: This contract will ensure that our properties are properly maintained for safety and beautification.

Revenue and Meter Services Support

- Funded amount: \$589,180.00
- Award Duration: One (1) year from the date of the Notice to Proceed
- Type of Bid: Award Ratification
- Awarded to: Bridgewater Consulting Group, Inc.
- Plain Language Description: This contract is to provide critical operational and strategic support to the Revenue and Metering Services department to continue refining business processes to ensure we bill accurate and timely..
- Impact: Bridgewater will provide expertise in Organizational Planning and Workforce Optimization; Goal Setting and Performance Management; Cross-Function Coordination; Business Planning and Risk Mitigation.

Questions



P004



Memphis City Council Summary Sheet

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

This is a Resolution to approve a Cost Sharing Agreement between the City of Memphis (City) and the Memphis Shelby County Airport Authority (MSCAA) for the Raleigh Millington Force Main Sewer Improvements.

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

Public Works

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

NA

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

NA

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

NA

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

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

P004



RESOLUTION

This is a Resolution to approve a Cost Sharing Agreement between the City of Memphis (City) and the Memphis Shelby County Airport Authority (MSCAA) for the Raleigh Millington Force Main Sewer Improvements. Request same night minutes.

WHEREAS the City's Raleigh Millington Sewer Outfall requires replacement to enhance and maintain sewer function for the continued sewer service in this area of Shelby County; and

WHEREAS, MSCAA current sewer connection to the City's Sewer Outfall is a private pumped force main discharging wastewater into a portion of the City's Raleigh Millington Sewer Outfall; and

WHEREAS, the City's new sewer outfall sewer improvement will require either upgrades of the existing MSCAA sewer lift station located on MSCAA property or the relocation of the existing MSCAA force main, which is the MSCAA's preferred alternative; and

WHEREAS, MSCAA agrees to the changes needed for the implementation of the preferred alternative to maintain the flow of private sewer on MSCAA property to the City's sewer; and

WHEREAS, MSCAA agrees to reimburse the City for costs associated with the relocation of the existing private force main on MSCAA property to the City's sewer in the amount of Two Hundred Sixty Thousand, Six Hundred and Thirty-Six Dollars (\$260,636.00); amount is based on the current bid cost, but may increase up to 20% due to unforeseen conditions.

WHEREAS, the City desires to enter into a Cost Sharing Agreement with MSCAA for the purpose as stated above; subject to the terms, representations and conditions outlined in the proposed Cost Sharing Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Memphis approves the proposed Cost Sharing Agreement between the City and MSCAA for the purpose as stated above subject to the terms, representations and conditions outlined in the Cost Sharing Agreement for the City and MSCAA.

P004

**COST SHARING AGREEMENT
FOR
RALEIGH MILLINGTON FORCE MAIN SEWER IMPROVEMENTS**

This Cost Sharing Agreement for the Raleigh Millington Force Main Sewer Improvements (“Agreement”) is made and entered as of the date of execution by and between Memphis Shelby County Airport Authority, a body politic and corporate, organized and existing under the law of the State of Tennessee, (hereafter the “MSCAA”), and the City of Memphis, Tennessee, by and through its Division of Public Works, a municipal corporation organized under the laws of the State of Tennessee, (hereafter the “City”).

WITNESSETH:

WHEREAS, MSCAA owns and operates a facility located at 3870 Fite Rd, Millington, TN 38053, and is the owner of property situated in the LN02 & LN03 Sewer Basin near structure LN030109 within Shelby County (“Property”); and

WHEREAS, MSCAA discharges wastewater into a portion of the City’s Raleigh Millington Sewer Outfall (“Sewer Outfall”); and

WHEREAS, the Sewer Outfall from Duncan Road to Fite Road has been abandoned by the City due to the condition of the infrastructure; and

WHEREAS, the Sewer Outfall requires replacement to enhance and maintain sewer function for the continued sewer service in this area of Shelby County; and

WHEREAS, the current MSCAA sewer connection to the City’s Sewer Outfall is a private pumped force main discharging to an unpressurized gravity sewer manhole with a connection at LN030109; and

WHEREAS, the City’s new sewer outfall sewer improvement is a pressurized force main generally installed along Raleigh Millington Road from Duncan to Fite Road (“Project”), which will require either upgrades of the existing MSCAA sewer lift station located on MSCAA property as reflected in Exhibit A (“Alternative 1”), which is the City’s default alternative, or the relocation of the existing MSCAA force main south to Fite Road as reflected in Exhibit B (“Alternative 2”), which is the MSCAA’s preferred alternative; and

WHEREAS, the City and MSCAA agree that changes are needed to the private MSCAA connection to the public City sewer to maintain the flow of private sewer on MSCAA property to the City sewer; and

WHEREAS, the City seeks to coordinate with MSCAA regarding the implementation of the preferred alternative and its impact on the MSCAA property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of MSCAA and of the City herein contained, it is agreed and understood as follows:

P004

1. **Election by MSCAA.** The following outlines the process for the election of the Alternative for the Project:
 - a. The City shall select a Conforming Bid based upon the total bid for the Project which will be used to calculate the differential costs between Alternative 1 and Alternative 2. The City shall provide differential costs to MSCAA prior to selecting the Conforming Bid. MSCAA shall have the opportunity to review pricing and provide input in the selection process. City shall have final decision with the selection.
 - i. Conforming Bid shall mean a firm bid from a qualified contractor, subject to the sole approval of the City, to provide and perform all materials, work, and construction as required for the Project.
 - ii. Alternative 1 shall mean upgrading existing lift station pumps to achieve a pressure match to the new City force main along Raleigh Millington Road while leaving the existing MSCAA discharge force main routing from the current pump station location to Raleigh Millington Road intact that runs to manhole LN030109 and making necessary changes to delineate public and private responsibilities.
 - iii. Alternative 2 shall mean leaving the existing MSCAA lift station and routing a new force main from the existing MSCAA lift station to a new connection along Fite Road to manhole LN020198.04.
 - b. After selection of a Conforming Bid, the City shall provide MSCAA with differential cost comparisons of Alternative 1 and Alternative 2.
 - c. Within 10 calendar days of receipt of said comparison, MSCAA must provide a written response to the City to elect whether MSCAA accepts any cost-sharing obligations of Alternative 2 as set forth in this Agreement. If MSCAA elects not to accept the cost-sharing obligations for Alternative 2, or MSCAA otherwise fails to provide a written response to the City within the stated 10-day period, MSCAA shall have no further obligations with respect to cost-sharing under this Agreement and the City will proceed with the Alternative of their choosing.
2. **Cost-Sharing.** In the event that MSCAA elects to accept the cost-sharing obligations for Alternative 2 as set forth above, MSCAA shall pay to the City the difference between the total cost for the Alternative 1 and Alternative 2 in the event that the costs for the Alternative 2 exceeds the costs for the Alternative 1 ("Alternative 2 Cost"). MSCAA shall make payment of the Alternative 2 Cost as follows:
 - a. 80% of the estimated Alternative 2 Cost shall be paid within three (3) months following the City's notice of contract execution of the Project; and
 - b. The remaining balance, after final completion, based on the final cost accounting as per Section 4, shall be paid within thirty (30) calendar days of the City providing the final accounting to MSCAA.

In the event the cost for Alternative 1 exceeds the costs of Alternative 2, there will be no additional cost to MSCAA for selecting Alternate 2 except as outlined in Section 3 and Section 4.

In the event that MSCAA elects not to accept the cost-sharing obligations for Alternate 2 as set forth above, MSCAA will not have any cost-sharing obligations as outlined in this agreement for any other alternative selected by the City.

3. **Change Orders.** In the event that MSCAA elects to accept the cost-sharing obligations for Alternative 2 as set forth above, change orders submitted by the qualified contractor shall be subject to the sole approval of the City. However, any change order that increases the Alternative 2 Cost shall require the prior written approval of MSCAA. The use of any Project contingency funds that would affect the Alternative 2 Cost shall also require MSCAA's prior written approval. If MSCAA fails to provide a written response to the City within 5 calendar days, or MSCAA otherwise fails to provide a written response to the City within the stated 5-day period, MSCAA shall forfeit their consent for the subject change order and the City will proceed without MSCAA approval for said change order.
4. **Project Cost Accounting and True-Up.** In the event that MSCAA elects to accept the cost-sharing obligations for Alternative 2 as set forth above, the following shall apply. Project Cost shall mean the total, final cost of the Project for Alternative 2, including but not limited to materials, work, excavation, construction, contingency costs, and change orders. The City will provide MSCAA with periodic updates during the construction phase of the Project related to Alternative 1 or Alternative 2. Upon completion of construction, the City will make a final cost accounting for the Project Cost and provide MSCAA all necessary records to establish the final Alternative 2 Cost. In the event that the final accounting shows that MSCAA payments to the City exceed the final Alternative 2 Cost, the City shall refund the difference to MSCAA within thirty (30) calendar days. If the final accounting shows an underpayment, MSCAA shall pay the outstanding balance within thirty (30) calendar days.
5. **Payment.** All payments shall be tendered in the form of either a cashier's check, company check or via wire transfer. Cashier's checks or checks drawn on the corporate account of MSCAA shall be delivered as follows:

Attention: Jeanetta Smith
City of Memphis
Division of Public Works
125 North Main Street, Room 620
Memphis, TN 38103

6. **Termination.** This Agreement is subject to the availability and appropriation of funds by the Memphis City Council, and the approval of the City's duly authorized officers and representatives, as applicable. In the event sufficient funds for this Agreement are not appropriated, the City may terminate this Agreement upon notice to MSCAA. In the event of such termination, MSCAA shall not be required to pay any of the Alternative 2 Cost, and (ii) if MSCAA has paid any of the Alternative 2 Cost, the City shall refund all such amounts to MSCAA within 30 calendar days of termination of the Project by the City. Such termination

by City shall not be deemed a breach of contract by City. However, in the event of such termination, the City will provide an alternative solution for MSCAA's sewer connection needs.

7. **Construction; Additional Agreements.** Regardless of which Alternative is selected, the following shall apply:
- a. The City shall perform a land survey of the route of the Project to provide the construction drawings using the City's standard format, a Project manual containing the City of Memphis contract documents and technical specifications with appropriate references to the City of Memphis Standard Specifications, easement plats and legal descriptions of temporary construction and permanent easements to the City. Necessary access and safety plans while working on MSCAA property will be provided by MSCAA to ensure minimal disruptions to airport operations. Such plans will be included in specifications and plan drawings as needed.
 - b. The City's awarded contractor shall execute any additional agreements or permits with MSCAA required for any construction or installation on MSCAA property, including a property access agreement.
 - c. The City's awarded contractor shall construct the Project in compliance with the approved engineering plans and specifications and in compliance with this Agreement and any other applicable agreements or requirements. The City, or an engineer employed or retained by the City solely at the cost of the City, shall be responsible for inspecting the Project. MSCAA may jointly provide inspection personnel.
 - d. The City estimates that, following approval and execution of this Agreement and approval by the Engineer of the Project plans, specifications, and easement plats, a minimum period of twelve (12) months will be needed for City to construct the public section of the Raleigh Millington Sewer Improvements and about four (4) weeks to complete work on MSCAA property. The City will use its best efforts to meet this estimated schedule. Failure to construct the Project within specified timeline shall not constitute a breach of contract by the City.
8. **Operation and Maintenance after Completion of Project.** Regardless of which Alternative is selected, MSCAA shall be the owner of, and shall be responsible for, servicing, maintaining, repairing, the functioning, and the upkeep of the private Force Main and existing private Lift Station; and City, upon handing completion and initiation of operations, shall have no responsibilities, liabilities, or obligations, now or in the future, related to the MSCAA Force Main and Sewer Lift Station or related to the performance, use or functionality thereof, except to the extent of any damages resulting from negligence or intentional or willful misconduct of the City, Contractor, and their employees, agents, representatives or invitees, in connection with the Project. The contractor shall provide a one (1) year warranty for construction or material defects arising from the Project.

P004

- a. Sewer Lift Station shall mean the private lift station located on MSCAA property to pump sanitary sewer to the City sanitary sewer collection system; either Force Main or Gravity sewer collection.
 - b. Force Main shall mean the private force main on MSCAA property or within the Right of Way from the sewer lift station to the City sewer collection system; either existing or new.
9. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, natural disasters, or governmental actions. The affected party shall notify the other party promptly of any such event and shall use reasonable efforts to resume the performance as soon as possible.
10. **Waiver Of Breach.** It is agreed that any failure by the non-defaulting or non-breaching party to promptly declare a breach or default is not a waiver of the breach or default, and that a delay in taking any action with respect to a breach or default under this Agreement shall not be construed to be a waiver of any succeeding breach or default.
11. **Assignment.** Neither the City nor MSCAA can assign its rights or obligations hereunder without the prior written consent of the other.
12. **Notices.** All notices required or permitted hereunder will be in writing and addressed to the recipient at the address set forth:

To the CITY:
City of Memphis Division of Public Works
125 N. Main Street, Room 608
Memphis, TN 38103
Attn: Scott Morgan, Director

With copy, to:
Chief Legal Officer/City Attorney
125 N. Main, Room 336
Memphis, TN 38103

To MSCAA:
Brian A. Tenkhoff, P.E., C.M.
Director of Development
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

All notices will be deemed given when (a) delivered in person, (b) sent by express, registered or certified first-class mail, postage prepaid, addressed to the other party at its address as indicated below, or (c) delivered by overnight courier service with signed acknowledgment of receipt. Either party may change such address by providing the other with notice of such change in accordance with this Section.

P004

13. **Amendment.** This Agreement can be amended only by an instrument in writing signed by the City and MSCAA.
14. **Negotiated Agreement.** The parties acknowledge that this Agreement was mutually negotiated and drafted and agree that ambiguities herein will not be construed against either party in the interpretation of this Agreement.
15. **Choice of Law and Venue.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Tennessee. Any lawsuit or action of any kind relating to or arising out of this Agreement shall be brought in Shelby County, Tennessee.
16. **Event of Default.** Failure of MSCAA to make any payment due hereunder shall constitute an Event of Default and may serve as grounds for immediate termination of this Agreement. In the Event of Default, MSCAA shall be given the opportunity to cure the defect within fifteen (15) business days, subject and conditioned on MSCAA having been current in payments for the thirty (30) calendar days. Additionally, any such cure period shall not defer, extend or delay the timely tendering of the next due payment. The full remaining balance owed to City shall immediately become due in the event the default is not timely cured.
17. **Term.** This Agreement shall commence upon the date of execution and shall automatically terminate upon final payment by MSCAA in accordance with III.C.
18. **No Special Relationship.** No agency, partnership, joint venture or any other special relationship between the parties is created by this Agreement. Neither party will act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
19. **Entire Agreement.** This Agreement constitutes the entire and final agreement between the parties with respect to the subject matter hereof. All prior and contemporaneous negotiations and agreements between the parties related to the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party, except for those expressly contained in this Agreement.

P004

IN WITNESS WHEREOF, MSCAA has subscribed its name and the City has caused its name to be subscribed and its corporate seal affixed by its duly authorized officers.

CITY OF MEMPHIS, TENNESSEE

Memphis and Shelby County Airport Authority

By _____
Paul A. Young, Mayor

By _____

Title _____

Date: _____

ATTEST: _____

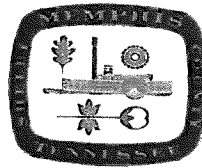
APPROVED:

By _____
Chief Legal Officer/City Attorney

ATTEST:

By _____
Comptroller

T-006



Memphis City Council Summary Sheet

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

This is a Resolution approving the sale of 924 Thomas Street, Memphis, TN 38107 to Young Actors Guild (YAG), a non-profit 501(c)3 organization, for a nominal fee

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

General Services

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

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

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

Council District 7 and Super district 8

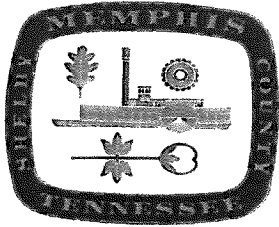
5. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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

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

T-006



A Resolution approving the sale of 924 Thomas Street, Memphis, TN 38107 to Young Actors Guild (YAG), a non-profit 501(c)3 organization, for a nominal fee.

WHEREAS, the City of Memphis is the owner of former Fire station #6 located at 924 Thomas Street, and further described as Parcel # 027005 00051 and per the ordinance, has the authority to sell City-owned property for a nominal fee to non-profits as needed; and

WHEREAS, the Young Actors Guild, Inc. is a Tennessee chartered, non-profit, 501(c)3 organization whose programs are for public benefit, and whose mission is to bring creativity back to the community by providing safe spaces for youth through integrated ARTS programs while fostering empowerment through educational outreach and social uplift; and

WHEREAS, the property located at 924 Thomas has fallen into significant disrepair and can be revitalized and redeveloped by YAG along the Thomas Street corridor which will, in turn, eliminate blight and maintenance cost for the City of Memphis; and

WHEREAS, it is vital to the economic growth and development of the City of Memphis that vacant and blighted buildings be redeveloped and in addition, will help reach students in this North Memphis Community by providing them with a quality and engaging arts program; and

WHEREAS, to ensure that the redevelopment and preservation is completed as planned, the City of Memphis and Young Actors Guild, Inc. will, upon approval of this Resolution, enter into a development agreement that will set up several conditions to the redevelopment of the property, including requiring the Young Actors Guild, Inc. to: 1) show substantial construction progress in the restoration of 924 Thomas Street within twelve months of closing; 2) failure to complete the construction within 24 months of closing will result in forfeiture; 3) open for business within three months following the completion of construction; and 4) if the Young Actors Guild, Inc. fails to occupy the building for six contiguous months, the property will revert back to the City of Memphis with no recourse by the Young Actors Guild, Inc.

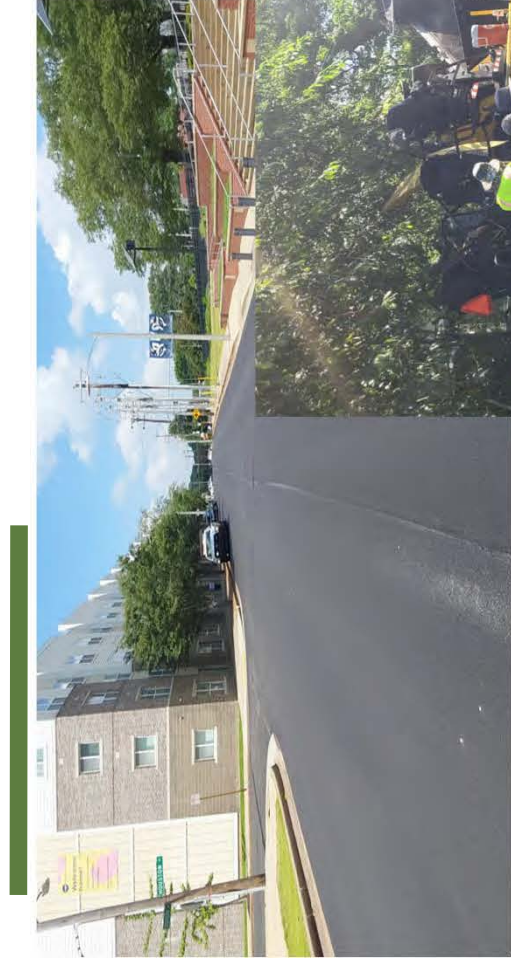
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, the above-described parcel be hereby approved for sale to Young Actors Guild, Inc. in the amount of one dollar (\$1).

BE IT FURTHER RESOLVED, the City of Memphis Real Estate Department shall request an update, from the Young Actors Guild, Inc., on the progress of the renovation six months after the sale is final.

Solid Waste Division

**Presentation was
not provided a
presentation at
the time of
Document
Publication.**

Street Paving Update



Management Process



- Prioritize paving the streets that are in the worst condition
 - 6,700 lane miles, FY26 approved CIP - \$16M
 - Streets with the most potholes, cracks, deteriorated asphalt
 - Consideration on how important a road is based upon traffic count. Higher usage streets impact more citizens and businesses.
- Two Levels of Inspection:
 - City staff conduct onsite inspections based upon 311 calls.
 - Outside Experts: Every 4-5 years, City hires an independent specialists to give our *entire* road network a comprehensive inspection. Use of advanced technology to get a detailed, objective video/picture of every street's condition. This big-picture view is crucial for long-term planning and investing wisely.

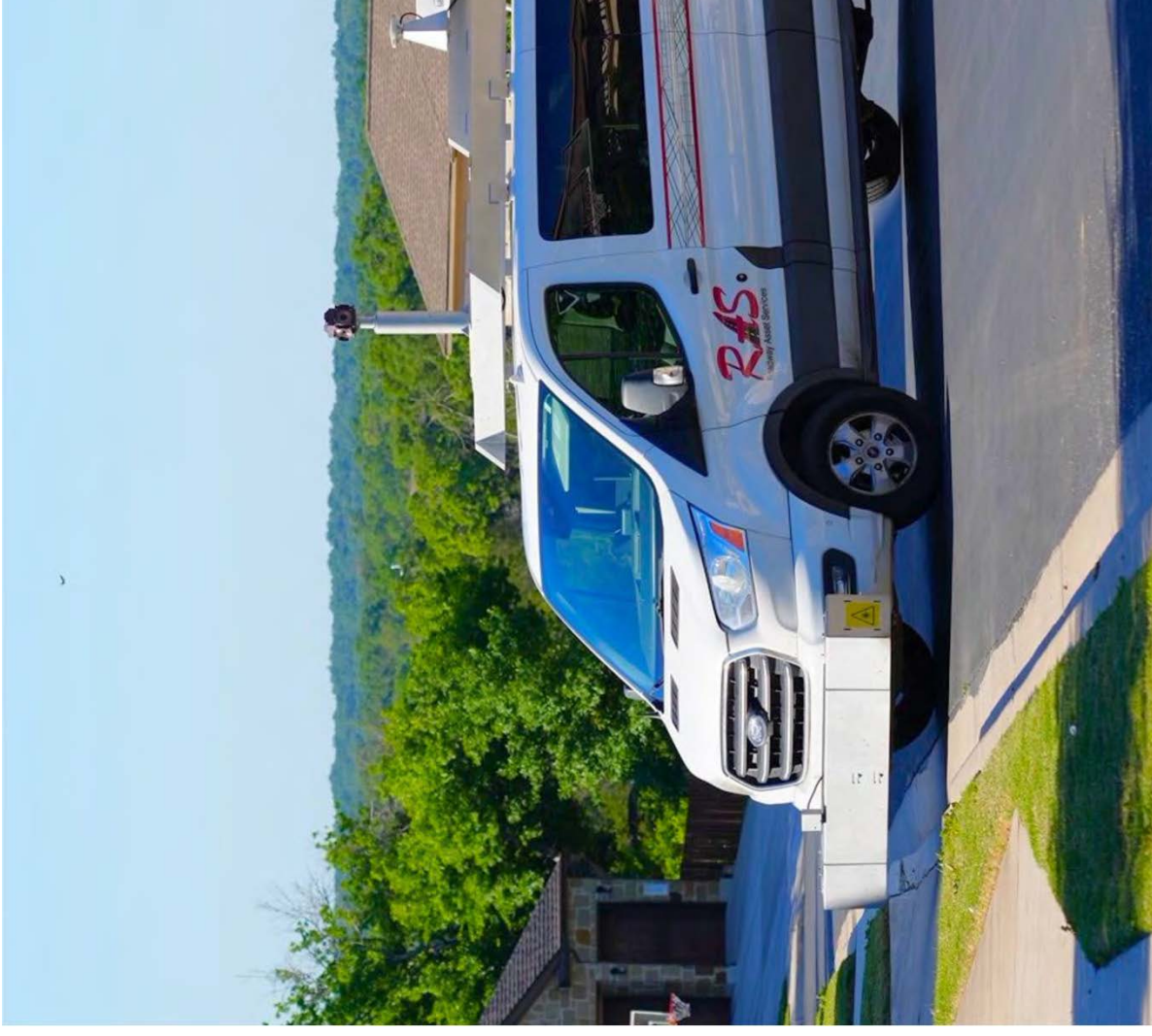
Roadway Asset Services

Assessment conducted 2023

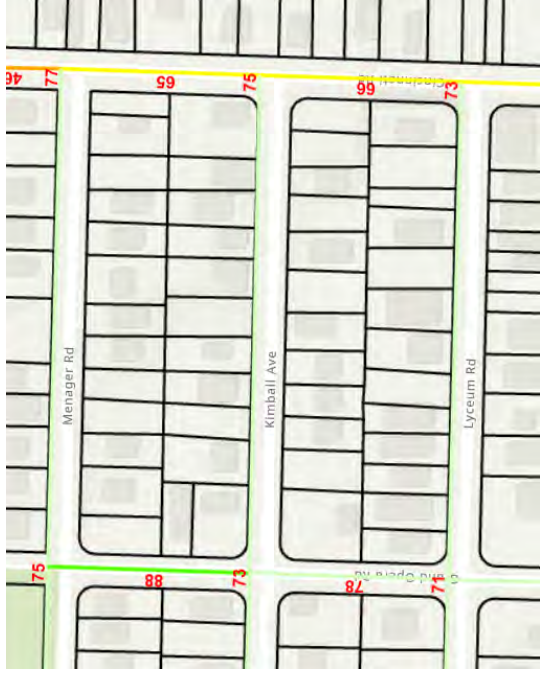
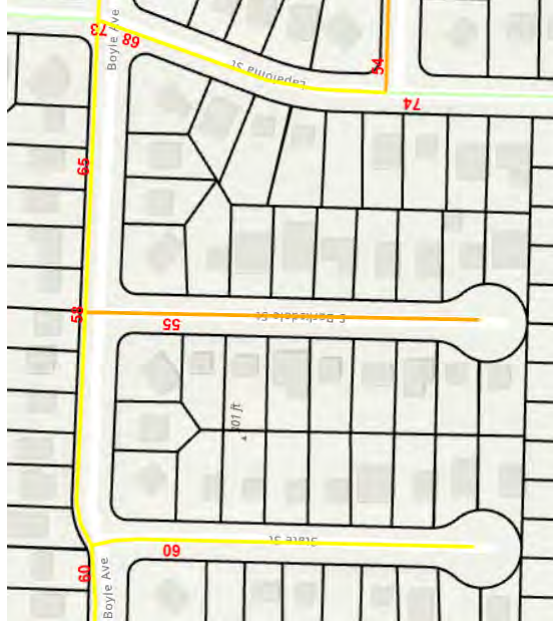
Utilize vehicles equipped with laser crack measurement system, 360° camera and certified profiler for roughness and ride measurements

All data captured is processed per road segment and generates a pavement condition index or rating

New rating every 5 years



Pavement Condition Index



Summary



- Information helps create a clear, prioritized list of streets that need paving most
- Fair and effective decisions
- Capacity of budget
- Capacity of contracting community
- Coordinating with the State/TDOT to advocate for Interstate and State route resurfacing funding.



Memphis City Council Summary Sheet

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

Resolution to allocate and appropriate \$2,800,000 in interest revenue from the American Rescue Plan Act allocation of 2021

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

Executive Division

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

N/A

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

Proposed initiatives have a city-wide impact

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

N/A

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

G104

Resolution to allocate and appropriate interest revenue from the American Rescue Plan Act

WHEREAS, on March 1, 2021, the American Rescue Plan Act (“ARPA”), Public Law 117-2, 42 U.S.C. 802, *et seq.*, was signed into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Fund (collectively, the “Fiscal Recovery Funds”). The Coronavirus Local Fiscal Recovery Fund was established to provide support to local governments to respond to the impacts of COVID-19 on communities, residents, and businesses; and

WHEREAS, the City of Memphis was notified by the United States Treasury Department that it would receive, and it subsequently did receive, Fiscal Recovery Funds in the amount of \$161,061,490.00, paid in two tranches; and

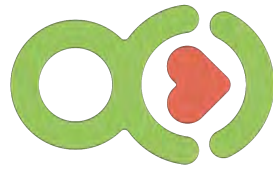
WHEREAS, on September 26, 2021, the Memphis City Council approved a budget for said Fiscal Recovery Funds in the amount of \$161,061,490.00; and

WHEREAS, interest generated from these funds was held in escrow and have no associated federal requirements; and

WHEREAS, the City administration desires to allocate funds in the amount of \$2,800,000 from the interest revenue to public safety and youth activities;

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby allocates and appropriates funds from interest revenue in an amount of \$2,800,000 as follows:

Boys and Girls Clubs of Greater Memphis	\$750,000 to fund after school programming
Alliance Healthcare Services	\$750,000 to fund its Children and Youth Wellness Crisis Center
PURE Academy	\$400,000 to fund youth violence prevention programming
Integrity Policing	\$900,000 – in funding to support studies and workgroups intended to strengthen integrity in policing and relationships between the Memphis Police Department and the community



**FIRST
EIGHT
MEMPHIS**

Success in the **first 8** years.
Success for a lifetime.

Pre-Kindergarten Outcomes Report 2024-2025 Quarter 3



Memphis City Council





About Us

First 8 Memphis (F8M) was established to implement key strategies of Shelby County's Early Childhood Education Plan including home visitation, child care, universal needs-based Pre-K, and K-3 supports.

Our Mission

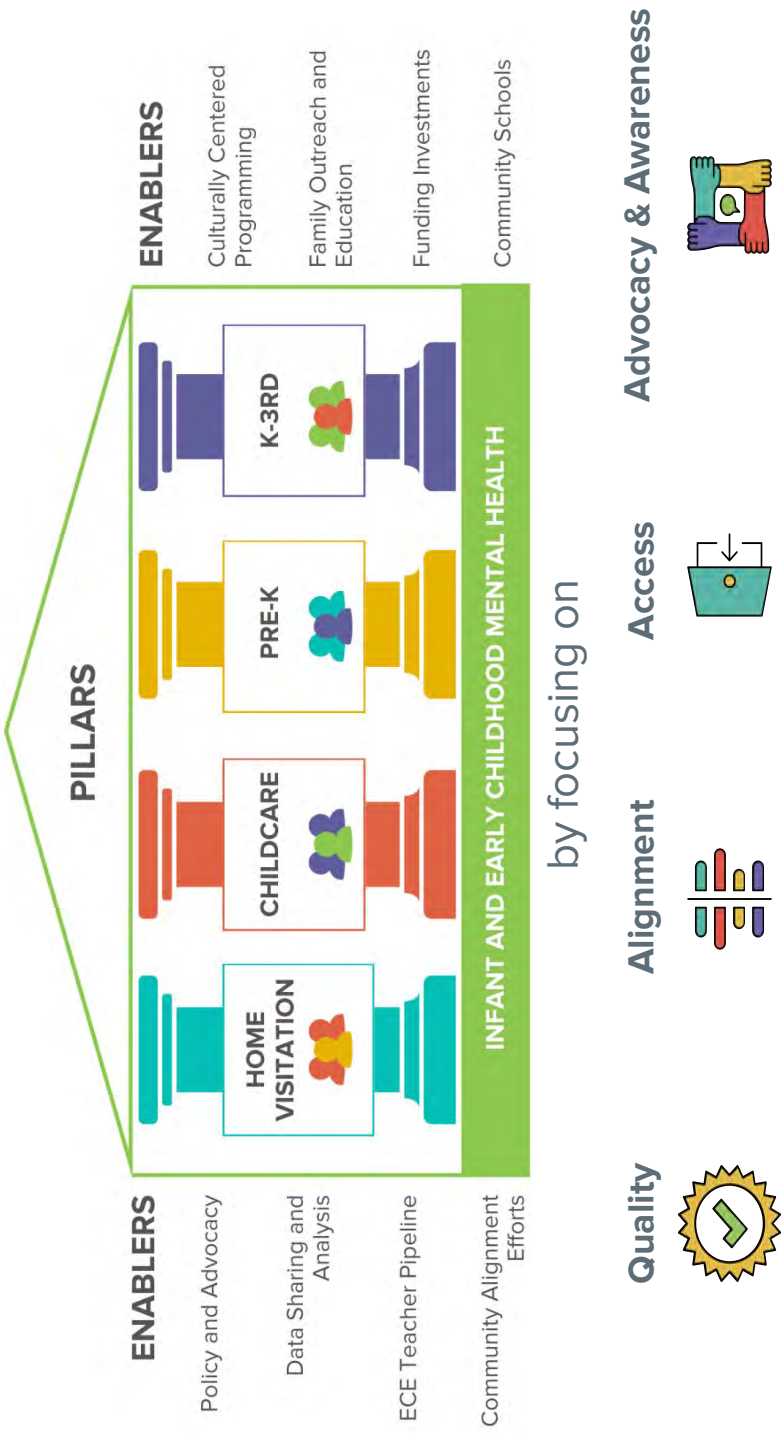
First 8 Memphis leads and convenes our community in advocating for investments that nurture and educate our youngest learners.

Our Vision

First 8 Memphis envisions a community where every child has the resources to thrive.



Memphis and Shelby County Early Care and Education System



Why the First 8 Years?



Early childhood experiences from birth to age 8 affect the development of the brain's architecture, which provides the foundation for all future learning, behavior and health.

According to the CDC, the first 8 years can build a foundation for future learning, health and life success.

When brain development in infants and young children is fully supported, they are more likely to reach milestones critical to future individual and community success. These include:

- Third-grade reading proficiency
- High school graduation and postsecondary education
- Gainful employment
- Lifetime physical and mental health and well-being
- Avoidance of substance use disorder and crime



Role of First 8 Memphis in Pre-K



4 Year Old Children

receive high-quality, full-day Pre-K
(families eligible below 300% of the FPL)



Pre-K Operators

19 public, private, and charter Pre-K providers
offer high-quality programming to students in Shelby County.



Wraparound Support

6 providers
offer 2 generational support to families



Instructional Coaching

5 providers
support high-quality instruction



Fiscal Agent

First 8 Memphis

provides fiscal management, oversight, and continuous improvement to Pre-K partners



Funders

Historic partnership between the **City of Memphis** and **Shelby County**
to support Pre-K per Joint Ordinance

First 8 Memphis Pre-K Outcomes

2024-2025 Quarter 3 Report

January 6 - March 7, 2025

F8M Pre-K Budget FY23-FY25



	Actual FY23 School Year 2022-23	Actual FY24 School Year 2023-24	Projected FY25 School Year 2024-25
Revenue: Public Funding			
City of Memphis	\$6,400,000	\$7,000,000	\$7,000,000
Shelby County	\$8,400,000	\$9,000,000	\$9,500,000
Total Public Funding	\$14,800,000	\$16,000,000	\$16,500,000
Expenses: Program Expenses			
	\$8,150 per pupil/\$163,000 per class	\$8,700 per pupil/\$174,000 per class	\$9,063 per pupil/\$181,250 per class
Classroom Expenses (includes classroom, wraparound, and coaching)	\$12,130,401	\$13,636,997	\$14,604,900
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$ 599,999	\$418,806	\$ 740,100
Total Classroom Subtotal	\$12,730,400	\$14,055,803	\$15,345,000
F8M Admin Fee (7%)	\$1,036,000	\$1,120,000	\$1,155,000
Unspent Funds (Classroom Expenses)	\$1,033,600	\$653,003	
Unspent (Other Pre-K Program Expenses)		\$171,194	
Total Classroom and Administrative Fee	\$14,800,000	\$16,000,000	\$16,500,000



	Awarded FY25 School Year 2024-25	Requested FY26 Budget School Year 2025-26
Revenue: Public Funding		
City of Memphis	\$7,000,000	\$8,500,000
Shelby County Pre-K	\$9,500,000	\$11,500,000
Shelby County Next Memphis	\$500,000	\$500,000
Shelby County Early Head Start Match	\$500,000	\$500,000
Total Public Funding	\$17,500,000	\$21,000,000
Expenses: Program Expenses		
\$9,063 per pupil/\$181,250 per class		\$9,500 per pupil/\$189,990 per class
Classroom Expenses (includes classroom, wraparound, and coaching)	\$14,604,900	\$17,950,000
Other Pre-K Program Expenses (Operator setup, data reporting & validation, & other Pre-K operations)	\$ 740,100	\$650,000
Total Classroom Subtotal	\$15,345,000	\$18,600,000
F8M Admin Fee (7%)	\$1,155,000	\$1,400,000
Next Memphis & EHS Passthrough	\$1,000,000	\$1,000,000
Total Classroom and Administrative Fee	\$17,500,000	\$21,000,000

City & County Pre-K Investment in 2024-2025 Q3

92% of funds go directly to salaries for teachers and other personnel, serving over 1,600 Pre-K students

In Q3, 5% of funds were spent on **program expenses**; 3% were spent on **administrative expenses**.

\$9,063 invested per student in 2024-2025;
an **increase from \$8,700** in 2023-2024.



Advocate to increase the per child investment across all Pre-K funding sources in Shelby County to align with the national average of \$12,500 by 2030, promoting high-quality programming in Memphis and Shelby County

\$3,691,225 paid to Pre-K Operators in Q3
62% of total 24-25 *annual investment spent*

Other communities report that **Pre-K saves the community \$10 for every \$1 invested** as result of higher income, decreased need for educational and governmental services, and reduced healthcare costs!

First 8 Memphis Pre-K Students

100% of F8M students meet income eligibility guidelines of household income at or below 300% of the Federal Poverty Level (FPL) - \$7,800/ month for a family of 4



92% of students identify as Black

11% of students identify as Hispanic



50% of students reside in just 6 zip codes: 38109, 38115, 38116, 38125, 38127, 38128

Average cost of Pre-K tuition:

\$9,000/year = 20% of average household income for one child!

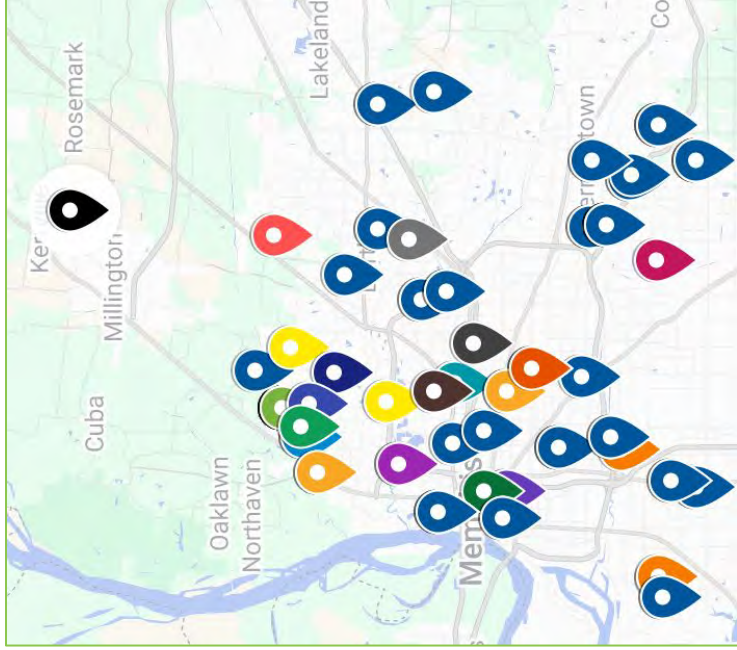
The U.S. Department of Health & Human Services defines **spending over 7% on childcare to be unaffordable!**



Advocate to increase access to high-quality Pre-K programming for ALL families in Memphis and Shelby County by expanding the number of tuition-free seats available to families through the Pre-K for All expansion - *in 25-26, we will serve 65% of 4-year-olds, progressing towards our 2030 goal of 75%!*

F8M added 3 new partners, with the program capacity to serve 1,660 students in Q3!

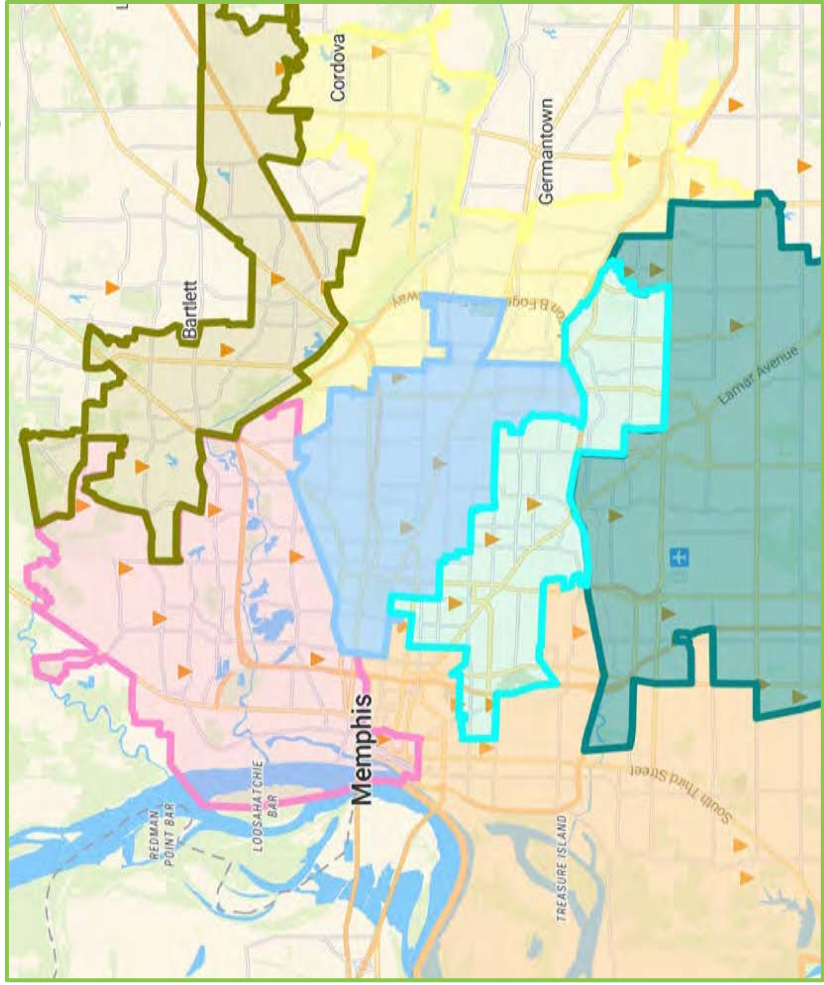
- Memphis-Shelby County Schools
- Libertas School of Memphis
- Porter-Leath Academy
- Freedom Preparatory Academy
- Circles of Success Learning Academy
- Capstone Education Group
- Millington Municipal Schools
- Perea Preschool
- Promise Academy
- Bartlett City Schools
- Global Children Services
- Knowledge Quest
- Red Robin's Learning Academy
- Southwest TN Community College
- UofM Early Learning & Research Center
- STAR Academy
- Memphis School of Excellence
- Su Casa Preschool
- Memphis STEM Academy
- Broad Minds Academy



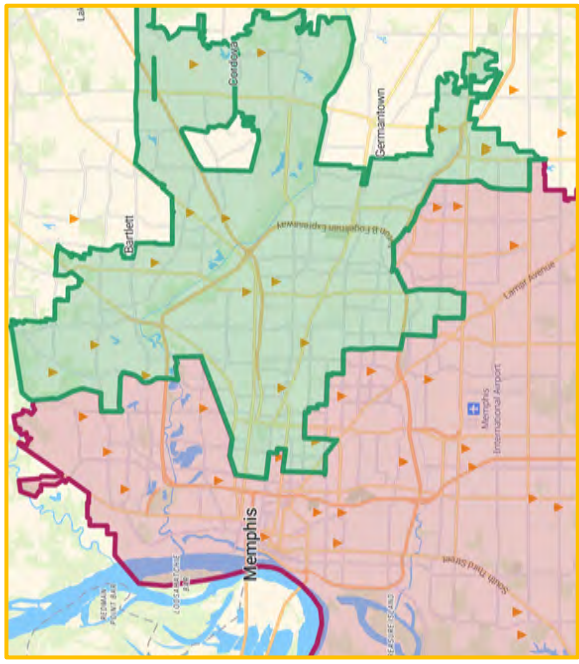
F8M Classrooms in Each City Council District



1 - Rhonda Logan
2 - Jerri Green
3 - Pearl Eva Walker
4 - Jana Swarengen-Washington
5 - Philip Spinosa
6 - Edmund H. Ford, Sr.
7 - Michalyn Easter-Thomas



9.1 - Chase Carlisle
9.2 - J. Ford Canale
9.3 - Jeff Warren



8.1 - JB Smiley, Jr.
8.2 - Janika White
8.3 - Yolanda Cooper-Sutton

Following Up with the Williams-Zeno Family!

Cousins Liam, LaVell, and Chaniah are all **enrolled in F8M Pre-K classrooms** at Circles of Success Learning Academy!



In Quarters 1 and 2, we introduced the Williams-Zeno family - Mom and Aunt Lanikia was working with a dedicated Family Engagement Personnel to identify support goals for the year.

Students Liam, LaVell, and Chaniah were adjusting from home-based care to full-time Pre-K - in Q2, we celebrated Liam's growing confidence in saying goodbye to mom in the mornings!

Our 24-25 Q3 report includes an update on the Williams-Zeno family's Pre-K experience!

Our Highest Q3 Enrollment Yet!

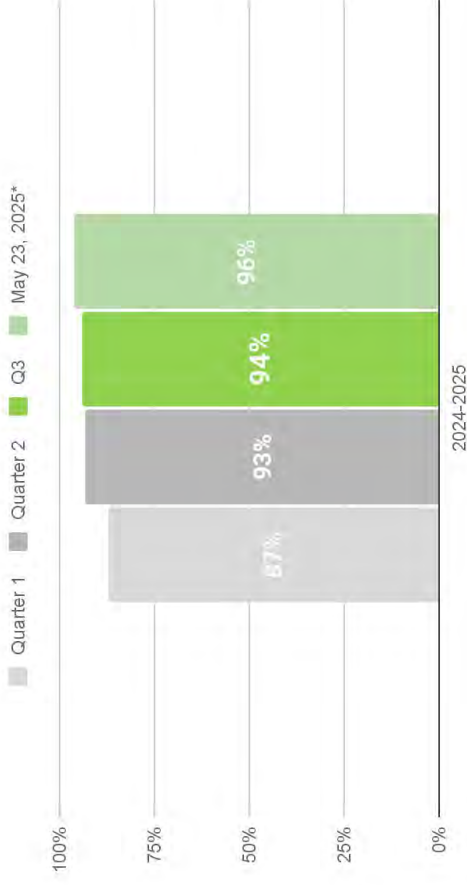
94% capacity filled in Q3
1,537 of 1,640 possible students
cumulatively enrolled*

1 percentage point increase from Q2



Chaniah blossomed in confidence in Q3,
improving in her numeracy and
handwriting skills!

2024-2025 Enrollment Capacity Filled



24-25 Q3
End-of-Quarter
Enrollment:
88%
(1,438 of 1,640)

*The percentage of capacity filled for May 23, 2025 is shared as a reference; third-party validated enrollment data will be shared in the Q4 report.

Our Goal: Students Attend 80% or More of School Days

84% of students met the attendance

goal in Q3 2024-2025

1,295 of **1,537** cumulatively enrolled students attended 80% or more of school days

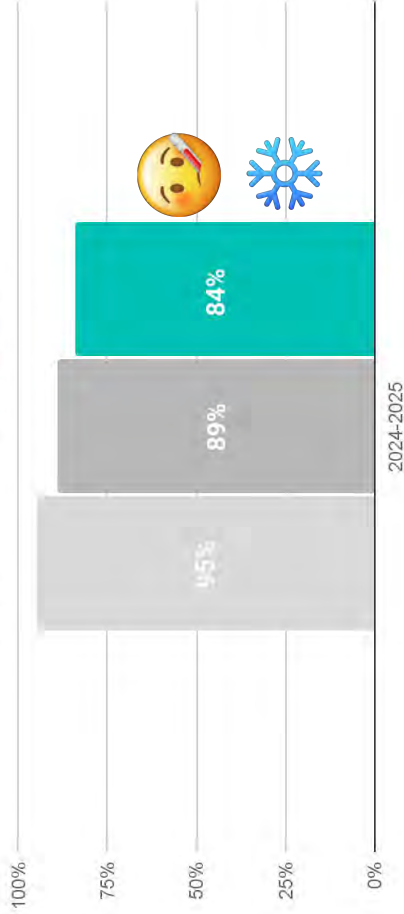


Liam leads his classmates in sight word activities - our city's future leaders!

Percentage of Students Meeting Attendance Goal

Comparison by Quarter

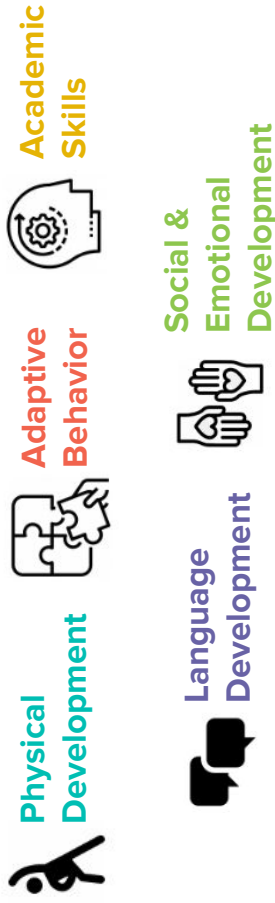
Quarter 1 Quarter 2 Quarter 3



When Teachers are Supported, Students Grow!

100% of F8M teachers receive
1:1 instructional coaching monthly

Coaches *support instruction* that promotes student growth:



F8M teachers receive an **average of 3 instances of instructional support each month** - exceeding the program minimum requirement of 1 instance per month and the national average of 2 instances per month.

National data shows that **student outcomes are greater when their teachers receive coaching**, which improves instructional quality, classroom management, and student engagement!

Whole Family Wellness = Whole Child Wellness

100% of families are connected with a Family Engagement Personnel

FEP support families in connecting with resources that meet their needs and goals:

National evidence shows that **wraparound services** can **decrease the impact of poverty** and other long-term environmental factors for both the students and caregivers.



Q3 Most Frequent Referred Services:

1. Kindergarten Transition

Enrollment | Readiness Skills | Transportation



2. Positive Parent-Child Relationships

Engagement Activities | Child Behavioral Health



3. Family Wellbeing

Health | Utility Support | Adult Education



High-Quality = Supported Educators & Caregivers



Mr. Gregory is actively pursuing TN teacher licensure to improve his craft!



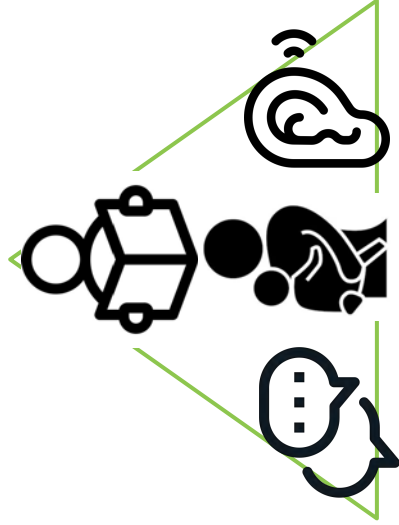
Through the support of Wraparound Services, Lanikia successfully secured a home for her family!



Advocate to increase the per child investment across all Pre-K funding sources in Shelby County to align with the national average of \$12,500 by 2030, ensuring **all teachers and caregivers have access** to high-quality supports like coaching and wraparound services

Pre-K Prepares Children for Reading and Beyond

Early Literacy is not teaching reading, but **laying the foundation** for the skills students need for learning to **read and write** in later grades



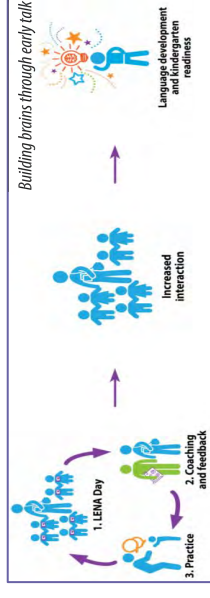
Foundational Literacy Skills:

- Recognizing and manipulating sounds (phonological awareness)
- Expanding vocabulary
- Understanding print concepts (reading left to right, letter and word awareness, etc.)
- Increasing oral language (retelling stories and engaging in pretend play)

Long-Term Benefits of a Strong Literacy Foundation:

- Academic success in K-12
- Increased high school graduation rates
- Development of confidence needed for lifelong learning

LENA®

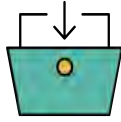


F8M is Serving EVEN MORE Students in 25-26!

PRE-K for A I I

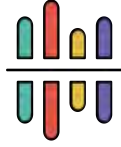
● ● ● ● MEMPHIS / SHELBY COUNTY

1,930 tuition-free,
high-quality Pre-K seats available
increase of 230 seats from 24-25



expanding access for
Shelby County three and
four-year-old children,
regardless of household
income

13 F8M Pre-K sites added
increase of 8 partners from 24-25



**89% of new Pre-K
partners are small
business childcare
providers, promoting
alignment of
programming**

\$9,483 investment per child
increase from \$9,063 in 24-25

increased per child
investment results in
higher program quality
and long-term outcomes



F8M Partners with Head Start in 25-26!

In the 25-26 school year, F8M will partner with Head Start grantee Porter-Leath as the required local funding match for federal Head Start funds, blending F8M and Head Start funding across 2,920 Pre-K seats to **expand access, improve quality, and align Pre-K providers** across Memphis and Shelby County!

Annual Federal Grant Award: \$37,230,935
Required Local Match (20%): \$7,446,187

Head Start Accountability

- **Student-Level Outcomes**

Attendance, enrollment, Pre-K academic performance, and Kindergarten readiness data will be collected and reported for all children participating in the program. These outcomes will support data-informed decision-making and continuous improvement across participating sites.

- **Financial Oversight**

Monthly financial reconciliation reports will be submitted to F8M. These reports will include detailed expenditure records and payroll documentation aligned with program participation.

- **Compliance Reporting**

All deficiencies issued by the Office of Head Start or other regulatory bodies will be reported to F8M. Formal Notices of Non-Compliance will be issued when performance falls below established thresholds, including the accumulation of multiple deficiencies or failure to meet defined quality and operational benchmarks.

- **Enrollment Prioritization**

All enrollment must follow the prioritization guidelines established by F8M to align with the Pre-K for All initiative.



Innovate. Inspire. Impact.

October 24-25, 2025

Memphis, TN



First 8 Memphis Conference

Convening Memphis and Shelby County
childcare providers, early childhood
professionals, and those who care for our
youngest learners!

Friday, October 24, 2025: Evening reception
celebrating the hard work of our ECE community!

Saturday, October 25, 2025: Convene **over 200
educators, providers, and professionals** at BRIDGES
USA for a full-day learning experience.

- Keynote Speakers
- Vendors
- Breakout Sessions
- Resources, Food

Thank you!



**FIRST
EIGHT
MEMPHIS**

Success in the **first 8** years.
Success for a lifetime.

Contact First 8 Memphis



Kandace Thomas, MPP, PhD
Executive Director
kandace@first8memphis.org
Cell: 901-500-7871



Success in the **first 8** years.
Success for a lifetime.



MEMORANDUM

TO: City Council Transportation Committee

FROM: John Lewis, Interim CEO

MATA

RE: Overview of Key Developments, Challenges, and Achievements

DATE: July 31, 2025

The agency continues to work on a daily basis to deliver on the “back to basics” strategy that we identified in order to honor our commitment to our customers and the citizens of our community. That commitment is firmly grounded on three principles: creating satisfied customers, building community trust, and leveraging the city investment.

Key Developments:

During the last month we reached several important operational milestones:

- 100% vehicle availability for fixed route service each morning. Daily weekday schedule requires 54 vehicles to make service and MATA averaged 55 available buses. Although we are still having some challenges keeping buses available all day our missed trip statistics have dropped from 33% daily to 7%. These numbers will continue to improve once we receive the infusion of “gently used” buses from Louisville, KY in August and get them into service rotation taking pressure off of MATA buses and allowing more time for preventive maintenance of our vehicles.
- Rubber Trolley service on Main St. was established as a mobility option while the steel wheeled trolley remains out of service. During the weekend of 7/11 – 7/14 MATA enhanced its service with two trolleys running all weekend at the request of the convention and visitors bureau for the convention that was in town and ridership was over 800 riders during the weekend more than doubling previous weekend ridership.
- MATA is moving towards the recertification of its steel wheeled trolley cars. MATA provided design and engineering documentation to TDOT of the primary and secondary braking systems that MATA is installing in all of its trolley cars. We will be working with TDOT to put each car through a rigorous testing and certification process in order to make them ready for revenue service. It is important to note that the entire repair process for the trolley cars has been less than \$30,000 and not the \$2 million that prior MATA leadership quoted. We are also working concurrently on

the rehabilitation of Main St. Trolley Stations (ADA accessibility issues) and track and signal issues. We continue to work with our contractors to develop a schedule for the completion of this work so we can provide a timeframe to the City of when the alignment will be ready for revenue service. It is important to remind Council that the Main St. Trolley was not funded in the FY26 Operating Budget for MATA. The \$30.6 million allocated by the City was insufficient to fund this service without making cuts to bus or paratransit service. The City will need to find additional funding to operate the service.

- Representatives from MATA's maintenance department are currently in Detroit, MI participating in pre-production meeting with Model One, our para transit vehicle manufacturer. This is the last step where we jointly review each design sheet prior to the manufacture of the first van. We expect to receive the 15 vehicles in a rolling delivery schedule between mid-August and mid-September.
- MATA has successfully recruited a new permanent Chief Financial Officer for the agency. Steve Lackey, former Assistant Vice President of Accounting and Financial Reporting for the University of Memphis will begin on August 11th.
- The search for a new Chief Executive Officer is in its final stages. The MATA Executive Search Committee will begin interviewing candidates within the next 7 days.

Major Priorities:

- Finalize CEO recruitment
- Recertification of Main St. Trolley cars
- Initiate City Council process for acquisition of property at 2500 Ketchum Blvd. MATA has identified this property as the location for its new operations and maintenance facility replacing the aging and dilapidated facility at Levee Road. The acquisition of this facility will be funded by a mix of federal and local funding sources. The 60 acre property has been appraised at \$5.5 million. MATA needs only 30 acres for its operations facility which would leave the other 30 acres available for sale or joint development with the City.

RESOLUTION TO AMEND THE COUNCIL RULES OF PROCEDURE

WHEREAS, the Memphis City Council has adopted Rules of Procedure by which it maintains its operation, pursuant to Referendum Ordinance 1852, Section 1, Legislative Council; and

WHEREAS, pursuant to the Private Act of 1905, Chapter 54 of the City of Memphis Charter, the Council may determine the rules for its procedure and may prescribe the punishment for its members for nonattendance or disorderly conduct, and shall have power to enforce the same; and

WHEREAS, from time to time it becomes necessary to amend said rules to ensure that Council Members are able to conduct the business of the City of Memphis efficiently and effectively, and it is proper that such amendments be officially approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Council Rules of Procedure, specifically Rules 17 and 37, as presently adopted, be and the same are hereby amended as follows:

B. ORDER OF BUSINESS (7 through 21)

17. Resolutions presented by Divisions in the following order:

- a. **Community Enhancement**
- b. Engineering
- c. Executive Office
- d. Finance and Administration
- e. Fire Services
- f. General Services
- g. Housing and Community Development
- h. Human Resources
- i. Information Technology
- j. Law
- k. Library Services
- l. MLGW
- m. Memphis Parks
- n. Planning and Development
- o. Police Services
- p. Public Services
- q. Public Works
- r. Solid Waste

E. ORGANIZATION OF COUNCIL (37 and 38)

37. There shall be the following standing committees, the chairperson of which shall be appointed annually by the Council Chairperson:

- a. Budget and Audit
- b. Economic Development, Tourism and Technology
- c. Housing and Community Development
- d. Libraries and Neighborhood Improvement
- e. MLGW
- f. Parks and Environment
- g. Personnel, Governmental Affairs and Annexations
- h. Planning and Zoning
- i. Public Safety and Homeland Security
- j. Public Services, Arts and Youth Initiatives
- k. Public Works, Solid Waste, General Services, and Community Enhancement
- l. Transportation

The Council may, by resolution, add, reorganize, or consolidate standing committees.

Sponsor:

J. Ford Canale

Chairman:

J. Ford Canale