WHEREAS, on occasion, the Memphis City Council has the honor of recognizing City personnel who have dedicated many years of service to the City of Memphis and its residents, and **Deputy Chief Joe Oakley** is certainly worthy of celebration, following his retirement from the Memphis Police Department after over 36 years of service; and

WHEREAS, Joe Oakley began his distinguished career with the Memphis Police Department on June 5, 1989, entering the Training Academy as a Police Recruit; upon completing Basic Training on October 20, 1989, he was assigned to the Organized Crime Unit and later transferred to the Uniform Patrol Division at the North Precinct, serving with commitment on both Alpha and Bravo shifts; and

WHEREAS, on August 29, 1996, Joe Oakley was promoted to the rank of Sergeant, where he provided leadership and professionalism within the Security Squad and the Internal Affairs Bureau; and

WHEREAS, on July 12, 2000, Joe Oakley earned a promotion to Lieutenant and continued to demonstrate exemplary service while assigned to Central Precinct, Northeast Precinct, South Precinct Charlie Shift, and the Binghampton Co-Act Unit; and

WHEREAS, on September 13, 2005, Joe Oakley was promoted to Major, serving the Ridgeway Station on both Alpha and Bravo shifts, the Inspectional Services Bureau, and the Raines Station Charlie Shift with steadfast dedication; he was promoted to Lieutenant Colonel and assigned to Ridgeway Station Administration, where he continued to uphold the highest standards of leadership; and

**WHEREAS**, on July 21, 2015, **Joe Oakley** was appointed to the rank of Colonel and served with distinction in Airways Station and Mt. Moriah Station Administration; and

**WHEREAS**, on August 9, 2021, **Joe Oakley** was appointed Deputy Chief of Information Technology, where he provided strategic guidance and oversight essential to the department's technological advancement; and

WHEREAS, on October 31, 2025, **Deputy Chief Joe Oakley** retired from the Memphis Police Department after over 36 years of service, concluding a career marked by exemplary service, outstanding leadership, and dedication to the safety and well-being of the citizens of Memphis; on November 1, 2025, he was sworn in as a reserve officer to volunteer on details for the safety of special events and technology support; **Mr. Oakley** is married to Lia Roemer-Oakley, and enjoys traveling, fishing, and training his family's rescue dog, Parker.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby recognizes and honors **Deputy Chief Joe Oakley** on his retirement from the Memphis Police Department following an exceptional career and steadfast devotion to public service.

**ADOPTED: December 2, 2025** 

JB Smiley, Jr.

Memphis City Council

**Super District 8-1** 

### CITY OF MEMPHIS COUNCIL AGENDA CHECK OFF SHEET

Planning & Development ONE ORIGINAL | ONLY STAPLED | **DIVISION TO DOCUMENTS Planning & Zoning COMMITTEE:** 11/18/2025 **DATE PUBLIC SESSION:** 12/02/2025 **DATE** ITEM (CHECK ONE) X RESOLUTION REQUEST FOR PUBLIC HEARING ORDINANCE ITEM DESCRIPTION: Resolution approving the closure of a portion of Louisiana Street extending south from its intersection with West McLemore Avenue known as case number SAC 2025-004 **CASE NUMBER:** SAC 2025-004 LOCATION: Portion of Louisiana St. extending approx.670' southward from W McLemore Ave. **COUNCIL DISTRICTS:** District 6 and Super District 8 OWNER/APPLICANT: **Preston Thomas REPRESENTATIVES:** Cindy Reaves, SR Consulting **REQUEST:** Physically close and vacate the subject right-of-way +/-43,022 sq. ft. (+/- 0.988 acres) AREA: **RECOMMENDATION:** The Division of Planning and Development recommended Approval with conditions The Land Use Control Board recommended Approval with conditions RECOMMENDED COUNCIL ACTION: Public Hearing Not Required Hearing – December 2, 2025 **PRIOR ACTION ON ITEM:** APPROVAL - (1) APPROVED (2) DENIED 10/09/2025 DATE (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE **FUNDING:** REQUIRES CITY EXPENDITURE - (1) YES (2) NO AMOUNT OF EXPENDITURE REVENUE TO BE RECEIVED SOURCE AND AMOUNT OF FUNDS **OPERATING BUDGET** CIP PROJECT # FEDERAL/STATE/OTHER **DATE POSITION** Butt Rysdol 11/10/2025 PLANNER II DEPUTY ADMINISTRATOR 11/10/2025 **ADMINISTRATOR** DIRECTOR (JOINT APPROVAL) COMPTROLLER FINANCE DIRECTOR CITY ATTORNEY CHIEF ADMINISTRATIVE OFFICER

**COMMITTEE CHAIRMAN** 



# Memphis City Council Summary Sheet

#### SAC 2025-004

# RESOLUTION APPROVING THE CLOSURE OF A PORTION OF LOUISIANA STREET EXTENDING SOUTH FROM ITS INTERSECTION WITH WEST MCLEMORE AVENUE KNOWN AS CASE NUMBER SAC 2025-004

- This item is a resolution with conditions to physically close and vacate a portion (approx. 670' in length) of Louisiana St. extending south from W McLemore Ave.
- The applicant, an abutting warehouse, requests to close the subject right-of-way in order to incorporate it into their internal site design.
- The conditions recommended by Staff and the Land Use Control Board would require the applicant to install any necessary improvements at their expense, including sidewalk, curb, and gutter along the current width of Louisiana St. A preliminary site plan provided by the applicant is included in this packet.
- This item may require a new public improvement contract.

#### LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday, October 9, 2025*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: SAC 2025-004

**LOCATION:** Portion of Louisiana St. extending approx. 670' southward from W

McLemore Ave.

**COUNCIL DISTRICT(S):** District 6, Super District 8

OWNER/APPLICANT: Preston Thomas

**REPRESENTATIVE:** Cindy Reaves, SR Consulting

**REQUEST:** Physically close and vacate the subject right-of-way

**EXISTING ZONING:** Employment (EMP)

**AREA:** +/-43,022 sq. ft. (+/- 0.988 acres)

The following spoke in support: None

The following spoke in opposition: None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions of the application.

The motion passed by a unanimous vote of 7-0 on the consent agenda.

Respectfully,

Nicholas Wardroup

Michalus Wardraf

Planner II

Land Use and Development Services
Division of Planning and Development

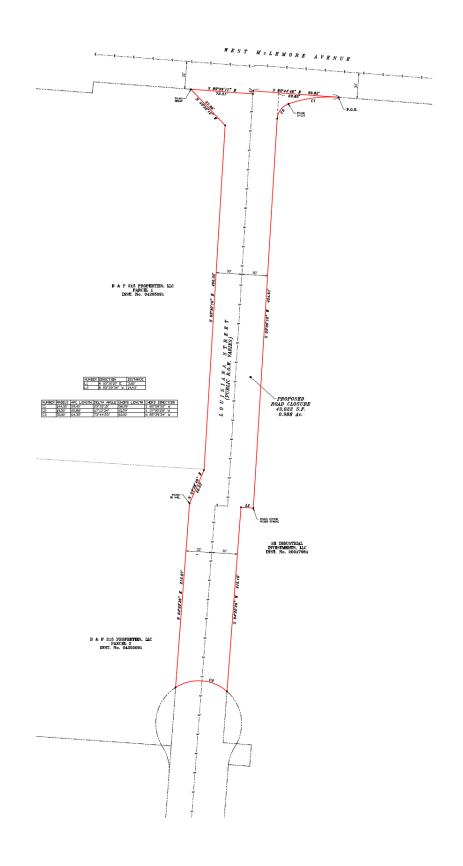
Cc: Committee Members

File

## SAC 2025-004 CONDITIONS

- 1. Easements shall be provided for any existing sanitary sewer, drainage facilities, or other utilities or they shall be relocated at the applicant's expense.
- 2. The applicant shall provide for, at their expense, the construction of curb, gutter, and sidewalk across the former Louisiana St. right-of-way at its intersection with W McLemore Ave. to the satisfaction of the City Engineer. The City Engineer may approve no more than one (1) city standard curb cut within this area.
- 3. The applicant may modify the plan replace the terminal cul-de-sac with a "hammerhead" or other style turnaround as allowed by relevant City standards (including but not limited to the International Fire Code as locally amended). Such a change shall be submitted to the Zoning Administrator for administrative review and approval, but would not constitute a major modification requiring review and approval by the
- 4. The terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) shall be constructed to City dimensional standards including, but not limited to, those that may be enforced by City Fire Prevention and the City Engineer. An increase in diameter of the cul-de-sac pursuant to such standards shall not require approval of the Land Use Control Board as a major modification.
- 5. The applicant shall dedicate additional right-of-way as necessary to ensure that the entire footprint of the terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) falls within public right-of-way.
- 6. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis. The Land Use Control Board may grant extensions to this date as Major Modifications as outlined in Section 9.8.6 of the UDC.

# **CLOSURE PLAT**



#### RESOLUTION

# RESOLUTION APPROVING THE CLOSURE OF A PORTION OF LOUISIANA STREET EXTENDING SOUTH FROM ITS INTERSECTION WITH WEST MCLEMORE AVENUE KNOWN AS CASE NUMBER SAC 2025-004

WHEREAS the City of Memphis is the owner of real property known as the portion of

Louisiana Street extending approximately 670' south from its intersection with West McLemore

Avenue in Memphis, Tennessee and being more particularly described as follows:

Beginning at a point in the south line of West McLemore Avenue (30' from centerline), said point being the east end of a curve having a radius of 144.50 feet located 69.85 feet east of the intersection of the south line of said West McLemore Avenue extended west and the east line of Louisiana Street (30' from centerline) extended north; thence in a westerly direction along the current south line of said West McLemore Avenue along a curve to the left having a radius of 144.50 feet, delta angle of 23 degrees 33 minutes 15 seconds, chord = south 82 degrees 28 minutes 52 seconds west - 58.99 feet, an arc length of 59.40 feet to a found rebar and a point of compound curvature; thence in a southwesterly direction along a curve to the left having a radius of 19.50 feet, delta angle of 67 degrees 13 minutes 34 seconds, chord = south 37 degrees 05 minutes 28 seconds west - 21.59 feet, an arc length of 22.88 feet to a point in the east line of said Louisiana Street (30' from centerline) and a point of tangency; thence in a southerly direction with the east line of said Louisiana Street the following calls: south 03 degrees 30 minutes 10 seconds west, 454.61 feet to a found cotton picker spindle; north 85 degrees 39 minutes 34 seconds west, 14.43 feet; south 04 degrees 20 minutes 26 seconds west, 215.10 feet to a point in the proposed north end of said Louisiana Street; thence in a westerly direction with the proposed north end of Louisiana Street along a curve to the left having a radius of 50.00 feet, delta angle of 73 degrees 44 minutes 23 seconds, chord = north 85 degrees 39 minutes 34 seconds west - 60.00 feet, an arc length of 64.35 feet to a point in the west line of said Louisiana Street (30' from centerline); thence in a northerly direction with the west line of said Louisiana Street the following calls: north 04 degrees 20 minutes 26 seconds east, 215.07 feet to a found pk nail; north 23 degrees 28 minutes 40 seconds east, 42.23 feet to a point; north 03 degrees 30 minutes 10 seconds east, 402.35 feet to a point; north 43 degrees 22 minutes 12 seconds west, 57.96 feet to a found rebar in the south line of the aforementioned West McLemore Avenue (32' from centerline); thence in an easterly direction with the south line of said West McLemore Avenue the following calls: south 85 degrees 39 minutes 17 seconds east, 72.31 feet to a point; north 03 degrees 30 minutes 10 seconds east, 3.52 feet to a point; south 85 degrees 44 minutes 48 seconds east, 99.85 feet to the Point of Beginning and containing 43,022 square feet or 0.988 acres of land.

**WHEREAS**, the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and desires to close the hereinabove described public right-of-way and it is deemed to be in the best interest of the City of Memphis that said public right-of-way be vacated, and revert to the abutting property owner(s); and

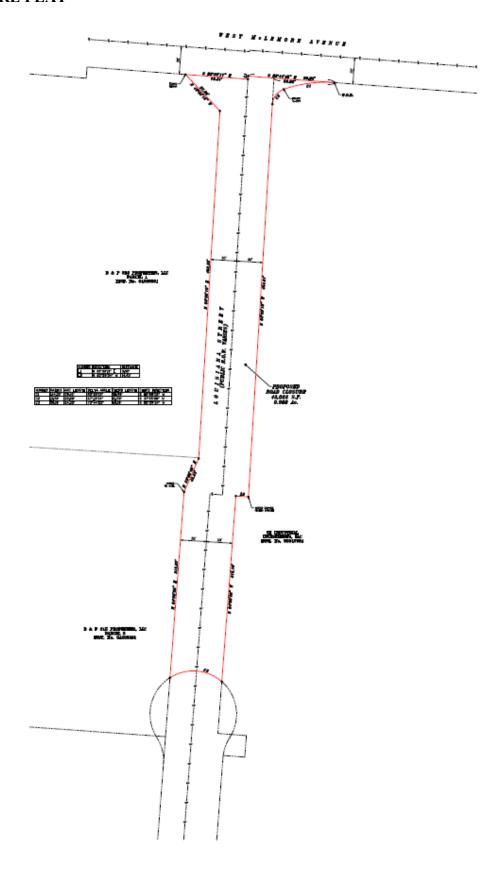
WHEREAS a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 9, 2025, and said Board has submitted its findings and recommendation to the Council of the City of Memphis subject to the following conditions:

- 1. Easements shall be provided for any existing sanitary sewer, drainage facilities, or other utilities or they shall be relocated at the applicant's expense.
- 2. The applicant shall provide for, at their expense, the construction of curb, gutter, and sidewalk across the former Louisiana St. right-of-way at its intersection with W McLemore Ave. to the satisfaction of the City Engineer. The City Engineer may approve no more than one (1) city standard curb cut within this area.
- 3. The applicant may modify the plan replace the terminal cul-de-sac with a "hammerhead" or other style turnaround as allowed by relevant City standards (including but not limited to the International Fire Code as locally amended). Such a change shall be submitted to the Zoning Administrator for administrative review and approval, but would not constitute a major modification requiring review and approval by the
- 4. The terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) shall be constructed to City dimensional standards including, but not limited to, those that may be enforced by City Fire Prevention and the City Engineer. An increase in diameter of the cul-de-sac pursuant to such standards shall not require approval of the Land Use Control Board as a major modification.
- 5. The applicant shall dedicate additional right-of-way as necessary to ensure that the entire footprint of the terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) falls within public right-of-way.
- 6. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis. The Land Use Control Board may grant extensions to this date as Major Modifications as outlined in Section 9.8.6 of the UDC.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Memphis that the above-described public right-of-way be and is hereby closed for public use, subject to the aforementioned conditions.

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute all Quitclaim Deed(s) to the owners of the properties abutting on the above described public right-ofway, said Deeds not to be delivered until the conditions herein stated have been met by applicant.

**BE IT FURTHER RESOLVED** that a copy of this resolution be sent to the Lawyers Title Insurance Company, the Memphis Title Company, the Chicago Title Company, the Security Title Company and the Shelby County Property Assessor's Office.



# dpd STAFF REPORT

AGENDA ITEM: 2 L.U.C.B. MEETING: October 9, 2025

CASE NUMBER: SAC 2025-004

**LOCATION:** Intersection of Louisiana St. and McLemore Ave.

**COUNCIL DISTRICT:** District 6, Super District 8

**OWNER/APPLICANT:** Thomas Preston

**REPRESENTATIVE:** Cindy Reaves, SR Consulting

**REQUEST:** Close and vacate a portion of Louisiana St.

**EXISTING ZONING:** Employment (EMP)

#### **CONCLUSIONS**

- 1. The applicant requests the City abandon a portion (approx. 670' in length) of Louisiana St. continuing south from its intersection with W McLemore Ave. in order to incorporate the property into the neighboring existing Amazon fulfillment center.
- 2. The subject application proposes to terminate the remaining portion of Louisiana St. with a cul-de-sac, see site plan and closure plat attached to this report.
- 3. Generally, staff supports the preservation of the traditional street grid within the core of the City, which the subject application would seem to undermine. However, we note the current and planned future industrial nature of the area, in addition to the site's proximity to I-55 Exit 11 in recommending *approval* with conditions.
- 4. The closure of the subject right-of-way will not have any undue or substantial negative effect upon the existing vehicular and pedestrian traffic flow of the surrounding area.

#### **CONSISTENCY WITH MEMPHIS 3.0**

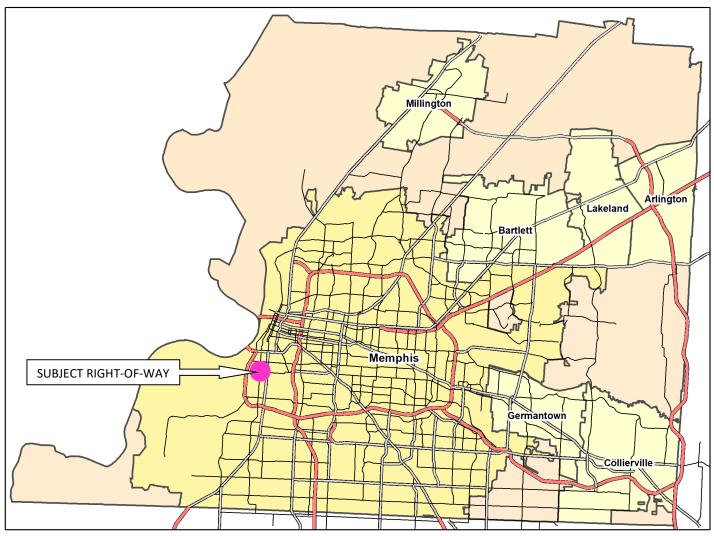
This application is not subject to Memphis 3.0 consistency review.

#### **RECOMMENDATION:**

**Approval with conditions** 

Staff Writer: Nicholas Wardroup E-mail: nicholas.wardroup@memphistn.gov

# **LOCATION MAP**



Subject right-of-way located within the pink circle

#### **MAILED NOTICE INFORMATION**

In accordance with Sub-Section 9.3.4A of the Unified Development Code, staff mailed the below notice on July 22, 2025, to the owners of properties shown in blue (49 notices). Public notice signage was also posted, see photo next page.

#### NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than Thursday, August 7, 2025 at 8 AM.

CASE NUMBER: SAC 2025-004

LOCATION: Louisiana St. near intersection with W McLemore Ave.

REQUEST: Physical closure of a portion of Louisiana St. (see map, approx. area proposed for closure in red)

APPLICANT: Preston Thomas

**Meeting Details** 

Location: Council Chambers Time: 9:00 AM

City Hall 1st Floor
125 N Main St. Date: Thursday, August 14, 2025

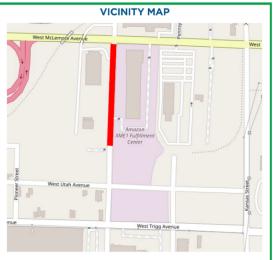
Staff Planner Contact:

Nicholas Wardroup

nicholas.wardroup@memphistn.gov

(901) 636-7398

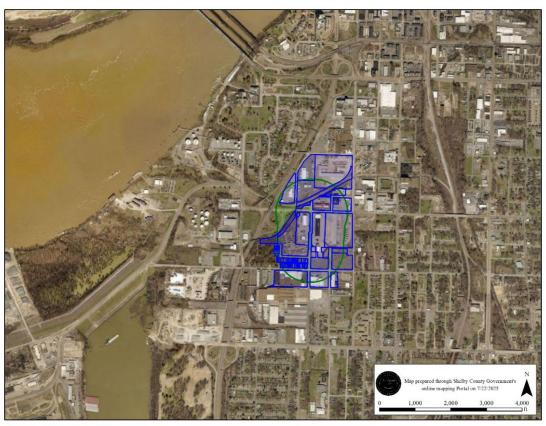
MEMPHIS AND DIVISION OF PLANNING SHELBY COUNTY AND DEVELOPMENT



To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



49 Notices Mailed 07/22/202



**PUBLIC NOTICE SIGNAGE** 

Photo taken by staff, Oct. 3, 2025



## **AERIAL**

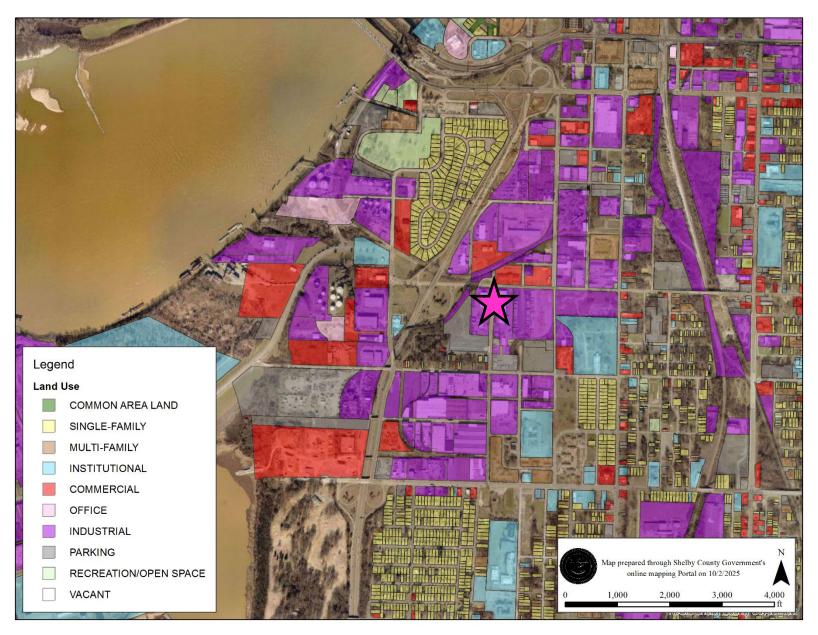


Right-of-way to be closed shown in pink (approximate).

**ZONING MAP (Approximate location of Subject ROW indicated by pink star)** 



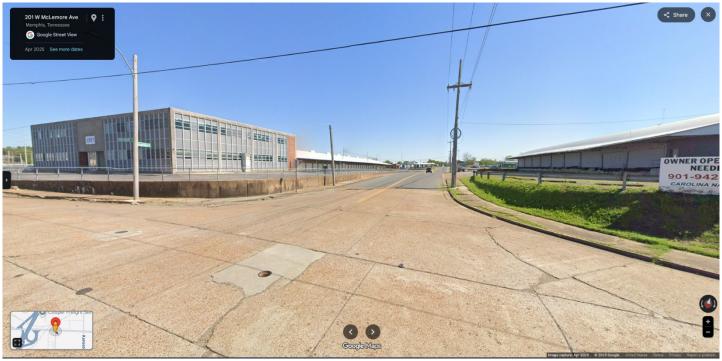
#### **LAND USE MAP**



#### **MEMPHIS 3.0 FUTURE LAND USE**



## **SITE PHOTOS**



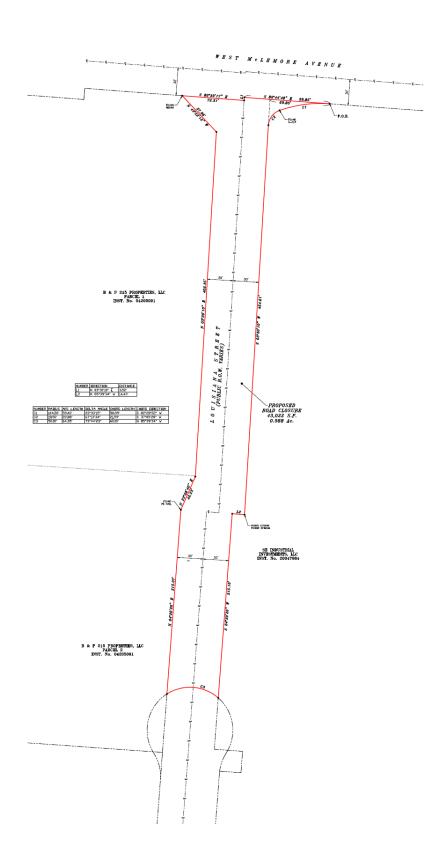
Subject ROW looking south from intersection with W McLemore Ave.



Subject ROW near proposed terminus/cul-de-sac; looking north along Louisiana St.

# **RIGHT-OF-WAY VACATION PLAT**

Full resolution version attached to this report.



Staff Report SAC 2025-004 October 9, 2025 Page 11

#### **CASE REVIEW**

## **Request**

Close and vacate a portion of Louisiana St. (approx. 670' in length) extending south from its intersection with W McLemore Ave.

#### **Site Details**

Location:

Intersection of Louisiana St. and W McLemore Ave.

Area:

+/-43,022 sq. ft. (0.988 acres)

#### Description:

The subject right-of-way comprises roughly the northern half of Louisiana St. between W McLemore Ave. and W Trigg Ave. The abutting property to the east hosts an existing Amazon fulfillment center, which seeks to integrate the property into its site. The right-of-way features curb, gutter, and sidewalk as well as overhead utility lines. The total right-of-way width is 60'.

#### **Analysis**

First, staff notes our general commitment to the preservation of the traditional street grid within the City's urban core, a goal with which the subject application, at first glance, appears to be inconsistent. That being said, however, we make several findings which justify a departure from this commitment in this specific case and, in turn, our recommendation of *approval*. Specifically:

- The subject right-of-way lies within an area that is not only predominantly industrial today (see land use map page 7) but is also planned to be so in the future (Memphis 3.0 Future Land Use map page 8). The elimination of the traditional street grid, then, would not undermine the future development of the surrounding properties.
- In addition to the industrial nature of the vicinity. the site's proximity to I-55 and Exit 11 necessitate deference to freight traffic. The reduction in turning conflicts proposed by the subject application is consistent with that deference.
- Due to the large, industrial nature of the surrounding properties, in addition to the existing traditional street grid (including Kansas St. and W Trigg Ave.), the elimination of the subject right-of-way would not negatively impact the accessibility of the existing properties nor those which could be reasonably expected to exist in the future.
- The pre-existence proposed user of the former right-of-way already exists (the neighboring Amazon fulfillment center) provides some assurance that the closure will actually be put to good use. Simply put, the City is not at risk of approving the closure only to have the associated project fall through, as it would be if it were considering a closure related to a new development.

Making the above findings, as well as that the closure of the subject right-of-way will not have any undue or substantial negative effect on the existing vehicular and pedestrian traffic flow in the vicinity, staff recommends *approval with conditions*.

#### RECOMMENDATION

Staff recommends approval with conditions.

#### **Conditions**

- 1. Easements shall be provided for any existing sanitary sewer, drainage facilities, or other utilities or they shall be relocated at the applicant's expense.
- 2. The applicant shall provide for, at their expense, the construction of curb, gutter, and sidewalk across the former Louisiana St. right-of-way at its intersection with W McLemore Ave. to the satisfaction of the City Engineer. The City Engineer may approve no more than one (1) city standard curb cut within this area.
- 3. The applicant may modify the plan replace the terminal cul-de-sac with a "hammerhead" or other style turnaround as allowed by relevant City standards (including but not limited to the International Fire Code as locally amended). Such a change shall be submitted to the Zoning Administrator for administrative review and approval, but would not constitute a major modification requiring review and approval by the
- 4. The terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) shall be constructed to City dimensional standards including, but not limited to, those that may be enforced by City Fire Prevention and the City Engineer. An increase in diameter of the cul-de-sac pursuant to such standards shall not require approval of the Land Use Control Board as a major modification.
- 5. The applicant shall dedicate additional right-of-way as necessary to ensure that the entire footprint of the terminal cul-de-sac (or alternative turnaround pursuant to condition #3 above) falls within public right-of-way.
- 6. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis. The Land Use Control Board may grant extensions to this date as Major Modifications as outlined in Section 9.8.6 of the UDC.

October 9, 2025 Page 14

#### **DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

**City/County Engineer:** See next page.

**City/County Fire Division:** See page 16.

City Real Estate: No comments received.

**County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

Memphis Light, Gas and Water: No comments received.

Office of Sustainability and Resilience: No comments received.

Office of Comprehensive Planning: No comments received.

#### **CITY ENGINEERING COMMENTS**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

#### **Sewers:**

2. Dedicate minimum 15' sewer easement for 12" sewer pipe which is crossing the street. Submit a plat for review with the street closure plat.

#### **Street Closures:**

- 3. Provide easements for existing sanitary sewers, drainage facilities and other utilities or relocate at developer's expense.
- 4. City sanitary sewers/drainage facilities are located within the proposed closure area.
- 5. The applicant shall provide for the construction of curb, gutter and sidewalk across the closure as required by the City Engineer. If the City Engineer approves access, the applicant shall construct a City Standard curb cut across the closure, all to the satisfaction of the City Engineer, and at the applicant's expense. The applicant shall enter into a Standard Improvement Contract or obtain a Right of Way permit from the City Engineer to cover the above required construction work.
- 6. The applicant shall comply with all conditions of the closure within 3 years of the conditional approval of the closure by the City Council.
- 7. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
- 8. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.



#### DIVISION OF FIRE SERVICES **\*** FIRE PREVENTION BUREAU

2668 Avery Avenue · Memphis · Tennessee · 38112 (901) 636-5401 Fax (901) 320-5425

Case Number: SAC 2025-004 Date Reviewed: 10/3/25 Reviewed by: J. Stinson

Address or Site Reference: Louisiana

Provide additional details of the proposed closure.

- Fire department access to properties via Louisiana shall be maintained.
- An approved turnaround shall be provided on Louisiana at Oklahoma for the dead end created.
- Provide site plan and details of closure. Will there be gated access?

Staff Report SAC 2025-004 October 9, 2025 Page 17

# **ATTACHMENTS**

Staff received no letters of support nor opposition prior to the completion of this report.

Attached to this document are the applicant's letter of intent and full resolution plans, including the proposed vacation plat, an existing conditions graphic, and a conceptual site plan.

**ENGINEERING • PLANNING** 

ONSULTING, LLC

5909 Shelby Oaks Drive Suite 200 Memphis TN 38134

Tel: 901-373-0380 Fax: 901-373-0370 www.SRCE-memphis.com

Date: July 3, 2025

Division of Planning & Development To:

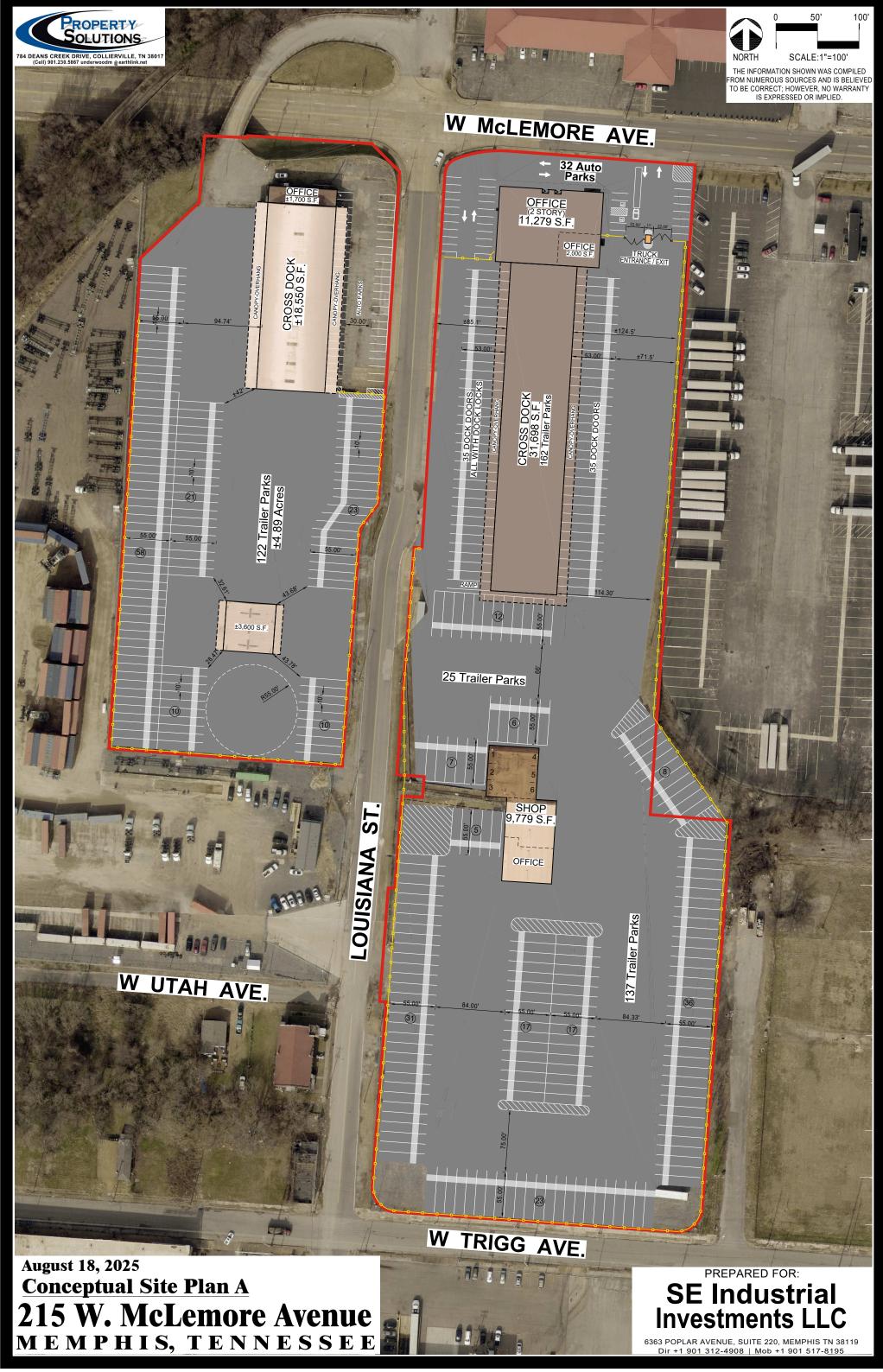
From: Cindy Reaves

Re: Louisiana St. Closure

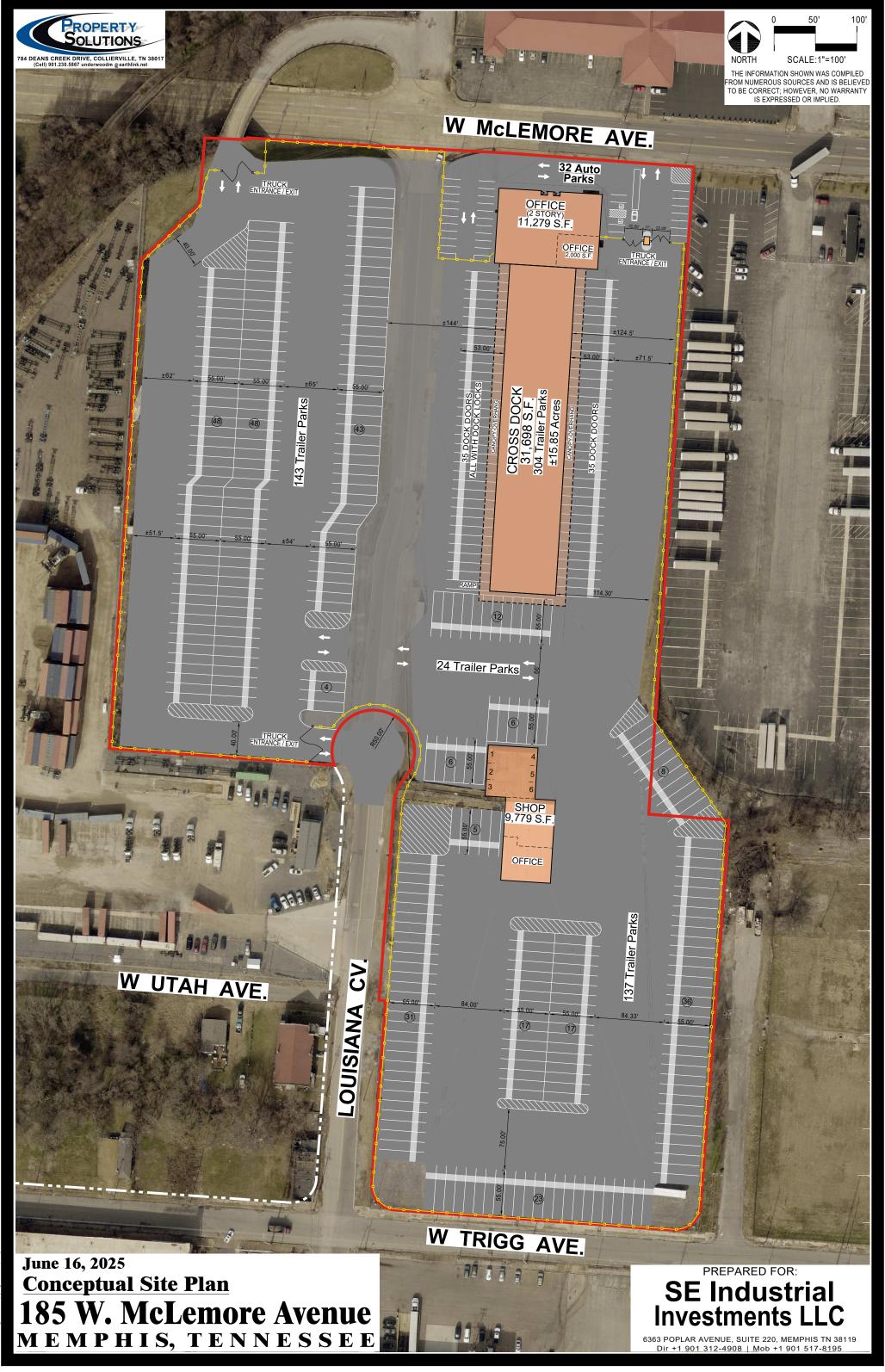
# **LETTER OF INTENT**

We are submitting a ROW Vacation application for a portion of Louisiana Street, south of W. McLemore Avenue. The property will be incorporated into the adjacent property.

We appreciate your support with this request. Please contact me if you have any questions.



20013-M24.dwg © Copyright: Property Solutions



20013-M22.dwg © Copyright: Property Solutions



Dir +1 901 312-4908 | Mob +1 901 517-8195



# Memphis and Shelby County Division of **Planning and Development**

East Service Center: 6465 Mullins Station Rd; Memphis,

Tennessee 38134

Downtown Service Center: 125 N. Main Street;

Memphis, Tennessee 38103

website: www.develop901.com

# Record Summary for Street and Alley Closure (Right of Way Vacation)

**Record Detail Information** 

Record Type: Street and Alley Closure (Right of

Way Vacation)

Record Status: Pending

Opened Date: July 3, 2025

Record Number: SAC 2025-004

Record Name: Louisiana St. Closure Description of Work: Street Closure

**Expiration Date:** 

**Parent Record Number:** 

Address:

### **Owner Information**

**Primary Owner Name** 

Ν

Owner Address **Owner Phone** 

#### **Data Fields**

### PREAPPLICATION MEETING

Name of DPD Planner Date of Meeting

Pre-application Meeting Type

**GENERAL INFORMATION** 

Name of Street where closure will begin W. McLemore Ave.

Name of Street where closure will end Approx. 670' south of W. McLemore Ave.

What is the reason for the street closure? To incorporate property into adjacent development.

?

What is the total area of the right-of-way being

closed?

What is the overall length of the street closure?

Name of Street/Alley/ROW

Is this application in response to a citation from

43022

670

Louisiana St.

No

SAC 2025-004 Page 1 of 3

#### **GENERAL INFORMATION**

Construction Code Enforcement or Zoning

Letter?

If yes, please provide additional information - Is this application a time extension? No

RELATED CASE INFORMATION

Previous Case Numbers -

**GIS INFORMATION** 

Case Layer Central Business Improvement District No

Class

Downtown Fire District No
Historic District -

Land Use

Municipality Overlay/Special Purpose District -

Zoning

State Route -

Lot -Subdivision -

Planned Development District - Wellhead Protection Overlay District No

County Commission District City Council District -

City Council Super District

**Contact Information** 

Name
PRESTON THOMAS

Contact Type

Address Address Address

**Phone** (901)517-8195

Name CINDY REAVES

CONTACT Type
REPRESENTATIVE

**Address** 

**Phone** (901)870-7003

**Fee Information** Invoice # Fee Item Quantity Balance Date Assessed Fees Status 1660827 Credit Card Use Fee (.026 1 INVOICED 0.00 07/03/2025 10.40 x fee) Right of Way 1 1660827 400.00 **INVOICED** 0.00 07/03/2025 Vacation/Closure Fee

Total Fee Invoiced: \$410.40 Total Balance: \$0.00

Page 2 of 3 SAC 2025-004

# **Payment Information**

Payment Amount Method of Payment \$410.40 Credit Card

Page 3 of 3 SAC 2025-004



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

## **Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1. , state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box): I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit) of the property located at 185 W. McLemore Hvenue, Menphis TW and further identified by Assessor's Parcel Number 0 Z 4017 0001 for which an application is being made to the Division of Planning and Development. 



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

## **Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1. state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box): I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit) ZIT W. Mclemur Hvenue, Memphis TN of the property located at and further identified by Assessor's Parcel Number 024014 6000 3C for which an application is being made to the Division of Planning and Development. Subscribed and sworm to (or affirmed) before me this 2 rd day of 1 day of 1

**ENGINEERING • PLANNING** 

SR CONSULTING, LLC

5909 Shelby Oaks Drive Suite 200 Memphis TN 38134 Tel: 901-373-0380 Fax: 901-373-0370 www.SRCE-memphis.com

Date: July 3, 2025

To: Division of Planning & Development

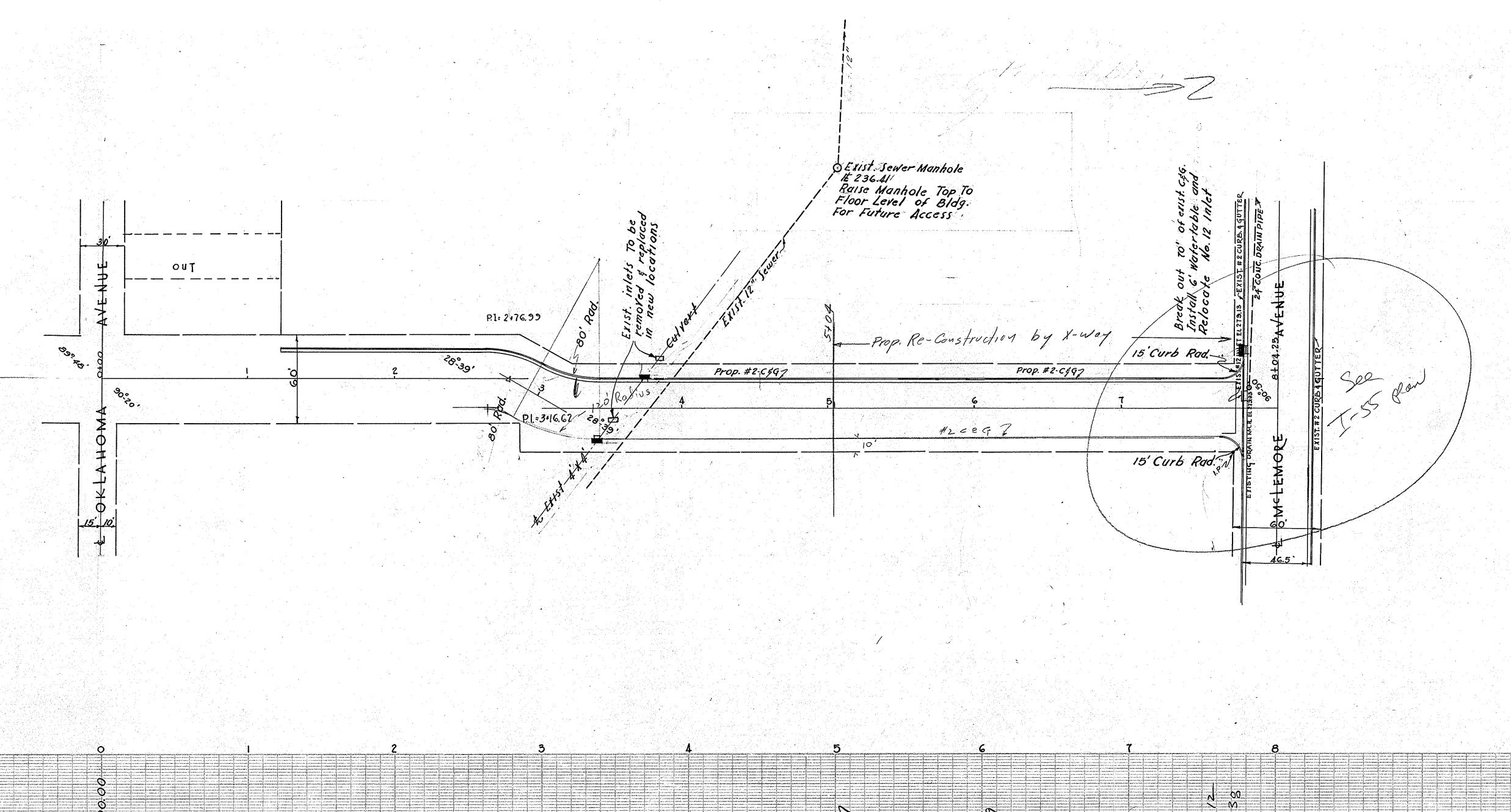
From: Cindy Reaves

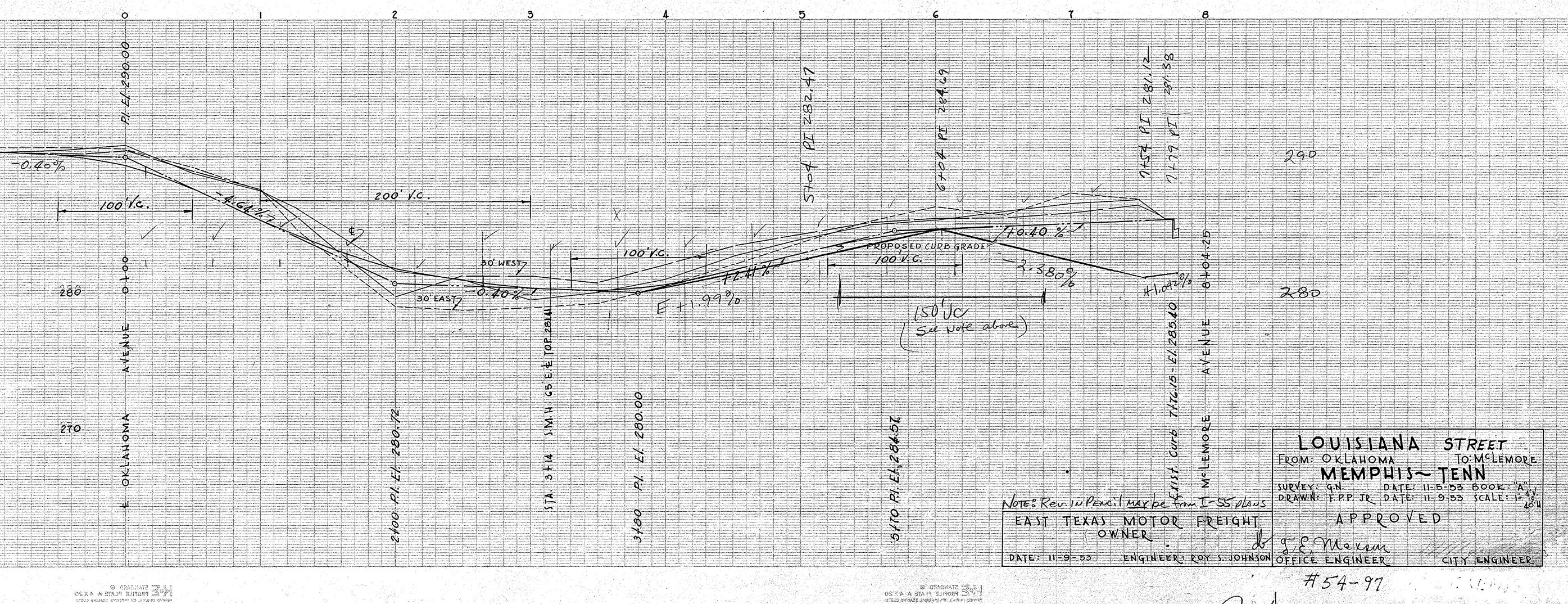
Re: Louisiana St. Closure

# **LETTER OF INTENT**

We are submitting a ROW Vacation application for a portion of Louisiana Street, south of W. McLemore Avenue. The property will be incorporated into the adjacent property.

We appreciate your support with this request. Please contact me if you have any questions.





#54-97

- 1. Short Title Description Contract No. 12659 MLGW Control Center Planning and Designing Services
- 2. Requested Funding \$5,111,750.00 (\$4,445,000.00 proposal amount plus \$666,750.00 in contingency)
- 3. Award Duration Five (5) years from the date of the Notice to Proceed
- 4. Type of Bid Professional Services
- 5. Awarded To Robert E. Lamb, Inc.
- 6. Plain Language Description This contract is to provide professional, architectural, and engineering services for the renovation and buildout of approximately 55,000 square feet at the 7135 Goodlett Farms Parkway facility to create MLGW's new Operation and Control Center. The services will include comprehensive facility planning, detailed design, and construction administration from building assessment through final commissioning of all systems.
- 7. Impact The new Control Center is a critical component of MLGW's infrastructure modernization efforts. Detailed planning and design will ensure MLGW creates a modern control room with space for growth that supports advanced grid management, emergency response, and meets industry standards for resilience. This upgrade will also help MLGW fix outages faster, improve reliability, and better serve customers.

WHEREAS, the Board of Light, Gas, and Water Commissioners in their meeting of November 19, 2025 awarded Contract No. 12659, MLGW Control Center Planning and Designing Services to Robert E. Lamb, Inc. in the funded amount of \$5,111,750.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide professional architectural and engineering services for the renovation and buildout to create Memphis Light, Gas, and Water's new Operations and Control Center. The services will include comprehensive facility planning, detailed design, and construction administration from building assessment through final commissioning of all systems; and

WHEREAS, Robert E. Lamb, Inc. will provide professional architectural and engineering services for detailed planning and design of a new control center for MLGW's utility operations in the amount of \$4,445,000.00. The services will include comprehensive facility planning, detailed design, and construction administration from building assessment through final commissioning of all systems. This project is a critical component of MLGW's infrastructure modernization efforts. The detailed planning and design will ensure MLGW creates a modern control room with space for growth that supports advanced grid management, emergency response, and meets industry standards for resilience. MLGW is requesting contingency funds in the amount of \$666,750.00 for any unforeseen site conditions and design requirements. The total funded amount of this award is \$5,111,750.00. The term of this contract is five (5) years from the date of the Notice to Proceed. This Professional Service 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. 12659, MLGW Control Center Planning and Designing Services to Robert E. Lamb, Inc. in the funded amount of \$5,111,750.00 as approved.

EXCERPT from MINUTES OF MEETING

of BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the award of Contract No. 12659, MLGW Control Center Planning and Designing Services to Robert E. Lamb, Inc. in the funded amount of \$5,111,750.00.

The project scope is to provide professional architectural and engineering services for the renovation and buildout to create Memphis Light, Gas, and Water's new Operations and Control Center. The services will include comprehensive facility planning, detailed design, and construction administration from building assessment through final commissioning of all systems.

Robert E. Lamb, Inc. will provide professional architectural and engineering services for detailed planning and design of a new control center for MLGW's utility operations in the amount of \$4,445,000.00. The services will include comprehensive facility planning, detailed design, and construction administration from building assessment through final commissioning of all systems. This project is a critical component of MLGW's infrastructure modernization efforts. The detailed planning and design will ensure MLGW creates a modern control room with space for growth that supports advanced grid management, emergency response, and meets industry standards for resilience. MLGW is requesting contingency funds in the amount of \$666,750.00 for any unforeseen site conditions and design requirements. The total amount of this award is \$5,111,750.00. The term of this contract is five (5) years from the date of the Notice to Proceed. This Professional Service award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12659, MLGW Control Center Planning and Designing Services to Robert E. Lamb, Inc. in the funded amount of \$5,111,750.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light. Gas and Water Commissioners at a regular meeting held on \_\_\_\_\_(9th\_day of \_\_\_\_\_\_)

2025, at which a quorum was present.

VP, CFO & Secretary - Treasurer

- 1. Short Title Description Contract No. 12656 Transmission Planning Process, Interconnection Studies Support, & Facility Ratings Support and Advisory Services
- 2. Requested Funding \$775,500.00 (\$705,000.00 proposal amount plus \$70,500.00 in contingency)
- 3. Award Duration Three (3) years from the date of the Notice to Proceed with the option of two (2) annual renewals.
- 4. Type of Bid Professional Service
- 5. Awarded To GDS Associates, Inc.
- 6. Plain Language Description The need exists to support an increase in large customer Electric System Interconnection requests which impact the MLGW Electric Transmission System as well as perform Southeastern Electric Reliability Council (SERC) mandated substation walkdowns.
- 7. Impact The services rendered by GDS Associates, Inc. are needed to complete Federal Energy Regulatory Commission (FERC) mandated System Impact Studies which ensures the reliability of the MLGW Electric Transmission System with the addition of new Customer Loads.

WHEREAS, the Board of Light, Gas, and Water Commissioners in their meeting of November 19, 2025 awarded Contract No. 12656, Transmission Planning Process, Interconnection Studies Support, & Facility Ratings Support and Advisory Services to GDS Associates, Inc. in the funded not-to-exceed amount of \$775,500.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish consulting services to assist MLGW with (1) evaluating improvements to MLGW Transmission Planning Process; (2) performing Interconnection Studies compromised of: one Feasibility Study (FeS), one Affected System Impact Study (ASIS), and one Interconnection Facilities Study relative to an MLGW customer request seeking to interconnect the MLGW transmission system; and (3) supporting MLGW in achieving a compliant facility rating methodology and developing the appropriate evidence documentation for the MLGW Bulk Electric System (BES) facilities comprised of 67 substations and 150 transmission lines, as stated in the Consultant's Transmission Planning Process, Interconnection Studies Support, Facility Ratings Support and Advisory Services proposals dated October 9, 2025. The Consultant will coordinate closely with MLGW staff to complete the work. Additional work may be performed at MLGW's request under an addendum to this Contract mutually agreed by MLGW and the Consultant; and

WHEREAS, GDS Associates, Inc. has assisted MLGW with the Power Supply Integrated Resource Plan and has served as MLGW's North American Electric Reliability Corporation (NERC) compliance Consultant. MLGW is seeking to expand our partnership with GDS Associates, Inc. and is requesting facility ratings support and advisory services (\$345,000.00); transmission planning process support (\$195,000.00); and interconnection studies support (\$165,000.00) services to enhance the current System Impact Study process, supplement MLGW's interconnection study queue, and create

opportunities for future System Impact Study process improvements. The cost of these services is \$705,000.00. Additionally, MLGW is requesting contingency funds in the amount of \$70,500.00 for any unforeseen circumstances. The total amount of this award is \$775,500.00. The term of this contract is three (3) years from the date of the Notice to Proceed with the option of two (2) annual renewals. This Professional Service 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. 12656, Transmission Planning Process, Interconnection Studies Support, & Facility Ratings Support and Advisory Services to GDS Associates, Inc. in the funded amount of \$775,500.00 as approved.

## MINUTES OF MEETING of

**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS** CITY OF MEMPHIS

> held November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the award of Contract No. 12656, Transmission Planning Process, Interconnection Studies Support, & Facility Ratings Support and Advisory Services to GDS Associates, Inc. in the funded amount of \$775,500.00.

The project scope is to furnish consulting services to assist MLGW with (1) evaluating improvements to MLGW Transmission Planning Process; (2) performing Interconnection Studies compromised of: one Feasibility Study (FeS), one Affected System Impact Study (ASIS), and one Interconnection Facilities Study relative to an MLGW customer request seeking to interconnect the MLGW transmission system; and (3) supporting MLGW in achieving a compliant facility rating methodology and developing the appropriate evidence documentation for the MLGW Bulk Electric System (BES) facilities comprised of 67 substations and 150 transmission lines, as stated in the Consultant's Transmission Planning Process, Interconnection Studies Support, Facility Ratings Support and Advisory Services proposals dated October 9, 2025. The Consultant will coordinate closely with MLGW staff to complete the work. Additional work may be performed at MLGW's request under an addendum to this Contract mutually agreed by MLGW and the Consultant.

GDS Associates, Inc. has assisted MLGW with the Power Supply Integrated Resource Plan and has served as MLGW's North American Electric Reliability Corporation (NERC) compliance Consultant. MLGW is seeking to expand our partnership with GDS Associates, Inc. and is requesting facility ratings support and advisory services (\$345,000.00); transmission planning process support (\$195,000.00); and interconnection studies support (\$165,000.00) services to enhance the current System Impact Study process, supplement MLGW's interconnection study queue, and create opportunities for future System

Impact Study process improvements. The cost of these services is \$705,000.00. Additionally, MLGW is requesting contingency funds in the amount of \$70,500.00 for any unforeseen circumstances. The total amount of this award is \$775,500.00. The term of this contract is three (3) years from the date of the Notice to Proceed with the option of two (2) annual renewals. This Professional Service award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12656, Transmission Planning Process, Interconnection Studies Support, & Facility Ratings Support and Advisory Services to GDS Associates, Inc. in the funded amount of \$775,500.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on \_\_\_\_\_day of \_\_\_\_\_

20 25, at which a quorum was present.

VP, CFO & Secretary - Treasurer

- 1. Short Title Description Contract No. 12408 Environmental Consulting Services
- 2. Requested Funding \$8,400,000.00
- 3. Award Duration Renewal two (2) of four (4) (January 1, 2026 through December 31, 2026)
- 4. Type of Bid RFP
- 5. Awarded To BH&M Environmental Consultants, Incorporated
- 6. Plain Language Description Under MLGW's Environmental Consulting contract with Environmental Affairs, the Contractor shall furnish supervision, labor, transportation, equipment and material on an "as-needed" basis to provide environmental consulting services by persons who are knowledgeable, qualified and trained. For large scale abatement and remediation projects that require constant oversight, the Consultant shall represent MLGW and act as an on-site superintendent, coordinating work with subcontractors, providing materials and equipment as needed, and collecting third-party clearance samples for the duration of the project and as required by federal, state, and local regulations.
- 7. Impact This contract includes 24/7/365 emergency response services. For the next renewal term scheduled and anticipated work includes:
  - 1) Project superintendent, overseeing lead and asbestos abatement and construction at the seven (7) buildings that encompass the North Service Center, the main building at the Hickory Hill Service Center, and the South Service Center, including disposal, air monitoring and clearance sample collection;

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 19, 2025 approved Renewal (*Change No. 2*) to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,400,000.00, 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 environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis. This contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the amount of \$8,400,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$28,000,000.00; and;

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 2*) to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,400,000.00 as approved.

EXCERPT from MINUTES OF MEETING of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS CITY OF MEMPHIS held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 2*) to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,400,000.00.

The project scope is to provide environmental consulting services applicable to MLGW's facilities and operations on an as-needed basis. This contract award was based on the Request for Proposals ("RFP") evaluation process.

This change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the amount of \$8,400,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$28,000,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Renewal (Change No. 2) to Contract No. 12408, Environmental Consulting Services with BH&M Environmental Consultants, Incorporated to renew the current contract in the funded notto-exceed amount of \$8,400,000.00, 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 meeting held on day of OV.

2020. at which a quorum was present.

VP, CFO & Secretary - Treasurer

- 1. Short Title Description Contract No. 12446 (solicited under Contract No. 12407) Environmental Abatement Services
- 2. Requested Funding \$8,000,000.00
- 3. Award Duration Renewal two (2) of four (4) (January 1, 2026 through December 31, 2026)
- 4. Type of Bid RFP
- 5. Awarded To Northwest Contracting Services, Incorporated
- 6. Plain Language Description Under MLGW's Environmental Abatement contract with Environmental Affairs, the Contractor shall furnish supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects.
- 7. Impact This contract includes 24/7/365 emergency response services. For the next renewal term scheduled and anticipated work includes:
  - 1) Lead paint and asbestos abatement at Hickory Hill, South and North Service Centers prior to building renovations;
  - 2) Addressing erosion issues at various Gas Facilities, per TSA requirements;
  - 3) Erosion/bank stabilization to address soil runoff into Wolf River, which is causing structural issues to electric transmission towers;
  - 4) Lead Paint Abatement at North Service Center Building 5;

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 19, 2025 approved Renewal (*Change No. 3*) to Contract No. 12446 (*solicited under Contract No. 12407*), Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,000,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

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

WHEREAS, this change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the not-to-exceed amount of \$8,000,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$25,000,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 3*) to Contract No. 12446 (*solicited under Contract No. 12407*), Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,000,000.00 as approved.

**EXCERPT** 

**MINUTES OF MEETING** 

of

**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS** 

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 3*) to Contract No. 12446 (*solicited under Contract No. 12407*), Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,000,000.00.

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

This change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the not-to-exceed amount of \$8,000,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$25,000,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Renewal (*Change No. 3*) to Contract No. 12446 (*solicited under Contract No. 12407*), Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$8,000,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on day of 20.25. at which a quorum was present.

1 0

VP, CFO & Secretary - Treasurer

- 1. Short Title Description Contract No. 12407 Environmental Abatement Services
- 2. Requested Funding \$1,932,000.00
- 3. Award Duration Renewal two (2) of four (4) (January 1, 2026 through December 31, 2026)
- 4. Type of Bid RFP
- 5. Awarded To General Construction Services, Incorporated
- 6. Plain Language Description Under MLGW's Environmental Abatement contract with Environmental Affairs, the Contractor shall furnish supervision, labor, transportation, equipment and material on an "as-needed" basis to provide services for the assessment, abatement and/or remediation of asbestos containing materials, lead, mold, PCBs and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment in a good and skillful manner free from faults and defects.
- 7. Impact This contract includes 24/7/365 emergency response services. For the next renewal term scheduled and anticipated work includes:
  - 1) Lead Paint abatement on the Gas and Heavy Equipment areas of North Service Center Building 8
  - 2) Abatement of asbestos roofing on the Allen Aerator prior to roof replacement
  - 3) Abatement of the asbestos cable trays at Substation 1
  - 4) Assist Gas integrity with removal of asbestos coal tar wrap for planned corrosion damage assessments; and

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 19, 2025 approved Renewal (*Change No. 2*) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$1,932,000.00, 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 on an "as-needed" basis for the sampling, assessment, monitoring, abatement and/or remediation of asbestos-containing materials, lead, mold, polychlorinated biphenyls (PCB's), leaking underground storage tanks, pesticides, infectious waste and/or any other environmental contaminant (as identified) by persons who are knowledgeable, qualified and trained in the identification, removal, treatment, handling and disposal of such referenced pollutants and subsequent cleaning and/or restoring of the affected environment. This contract award was based on the Request for Proposals ("RFP") evaluation process; and

WHEREAS, this change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,932,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$5,032,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 2*) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$1,932,000.00 as approved.

EXCERPT

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

**November 19, 2025** 

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 2*) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the funded not-to-exceed amount of \$1,932,000.00.

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

This change is to renew the current contract for the second of four (4) annual renewals for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,932,000.00 with no increase in rates from the previous term. The additional funding is needed for planned and budgeted projects for the 2026 calendar year. This renewal complies with all applicable laws and policies. The new contract value is \$5,032,000.00.

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 Renewal (*Change No. 2*) to Contract No. 12407, Environmental Abatement Services with General Construction Services, Incorporated in the funded not-to-exceed amount of \$1,932,000.00 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 meeting held on \_\_\_\_\_\_day of \_\_\_\_\_\_

2025, at which a quorum was present.

VP, CFO & Secretary - Treasurer

Troducy Cleck

- 1. Short Title Description Contract No. 12649 (formerly Contract No. C2839) Nutanix Support and Maintenance
- 2. Requested Funding \$725,000.00
- 3. Award Duration Extension, Scope Change and Increase (March 9, 2026 through March 8, 2031)
- 4. Type of Bid Sealed Bid
- 5. Awarded To CDW Government, LLC
- 6. Plain Language Description This contract change is to extend support and maintenance and purchase hardware for the Supervisory Control and Data Acquisition (SCADA) and Energy Management System (EMS).
- 7. Impact This service is needed for the continuance of support and maintenance for the SCADA hardware that operates the electric, gas, and water systems; to implement Advanced Distribution Management System (ADMS); and to monitor distributed energy resources.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Extension, Scope Change, and Increase (*Change No. 1*) to Contract No. 12649 (*formerly Contract No. C2839*), Nutanix Support and Maintenance with CDW Government, LLC to extend, expand the scope, and increase the current contract in the funded amount of \$725,000.00, and is now recommending to the Council of the City of Memphis that it approves said extension, scope change, and increase as approved; and

WHEREAS, the project scope is to provide a one (1) year renewal support and maintenance subscription for SCADA Nutanix equipment. This contract award was based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to extend the current contract for support and maintenance by five (5) years for the period covering March 9, 2026 through March 8, 2031 in the amount of \$268,761.63. In addition, this change is to expand the scope and increase the contract value to purchase and professionally install six (6) Nutanix Clusters in the amount of \$411,861.72. MLGW is also requesting contingency funds in the amount of \$44,376.65 for additional professional services and hardware if needed. The total amount of this extension, scope change, and increase is \$725,000.00. This extension, scope change, and increase complies with all applicable laws and policies. The new contract value is \$789,036.78; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Extension, Scope Change, and Increase (*Change No. 1*) to Contract No. 12649 (*formerly Contract No. C2839*), Nutanix Support and Maintenance with CDW Government, LLC to extend, expand the scope, and increase the current contract in the funded amount of \$725,000.00 as approved.

EXCERPT from

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

**November 19, 2025** 

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Extension, Scope Change and Increase (*Change No. 1*) to Contract No. 12649 (*formerly Contract No. C2839*), Nutanix Support and Maintenance with CDW Government, LLC to extend, expand the scope and increase the current contract in the funded amount of \$725,000.00.

The project scope is to provide a one (1) year renewal support and maintenance subscription for SCADA Nutanix equipment. This contract award was based on the lowest and best bid using the Sealed Bid process.

This change is to extend the current contract for support and maintenance by five (5) years for the period covering March 9, 2026 through March 8, 2031 in the amount of \$268,761.63. In addition, this change is to expand the scope and increase the contract value to purchase and professionally install six (6) Nutanix Clusters in the amount of \$411,861.72. MLGW is also requesting contingency funds in the amount of \$44,376.65 for additional professional services and hardware if needed. The total amount of this extension, scope change and increase is \$725,000.00. This extension, scope change, and increase complies with all applicable laws and policies. The new contract value is \$789,036.78.

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 Extension, Scope Change, and Increase (*Change No.* 1) to Contract No. 12649 (*formerly Contract No. C2839*), Nutanix Support and Maintenance with CDW Government, LLC to extend, expand the scope, and increase the current contract in the funded amount of \$725,000.00, as outlined in the above preamble, is approved; and further

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

VP, CFO & Secretary - Treasurer

- 1. Short Title Description Contract No. 12617 Phase II Private Side Lead Service Line Replacement
- 2. Requested Funding \$5,175,075.00 (MLGW is eligible to be reimbursed for \$4,886,854.00 from the American Rescue Plan (ARP) grant.)
- 3. Award Duration The term of this contract is from the date of the Notice to Proceed to September 1, 2026
- 4. Type of Bid Sealed Bid
- 5. Awarded To Acuff Enterprises, Inc.
- 6. Plain Language Description This service is needed to replace private side lead water service lines from the water meter to the house.
- 7. Impact This contract will replace approximately 600 private side lead water lines. Replacing the lead water lines prevents lead from entering drinking water; it eliminates the source of contamination and protects public health.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 awarded Contract No. 12617, Phase II Private Side Lead Service Line Replacement to Acuff Enterprises, Inc. in the funded amount of \$5,175,075.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools necessary to pothole required properties, to inspect and replace existing water service lines between the water meter and up to two feet from the residential building with approved piping when the existing water service lines are comprised of lead and/or galvanized pipes. The Contractor will be required to pull Shelby County Code Plumbing Permits. A permit will be required for each service line replacement. All work must be completed by September 1, 2026; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System, the Daily Memphian, and the Memphis Daily News on August 28, 2025. MLGW solicited ten (10) bids; of which three (3) Contractors attended the Mandatory Bidder's Orientation Meeting held on September 11, 2025 and were deemed qualified to bid on the project. Two (2) bids were received on October 7, 2025; however, one (1) was deemed non-responsive due to the Contractor's license monetary limits did not meet or exceed the Contractor's bid price. The lowest and best bid received was from Acuff Enterprises, Inc. in the amount of \$5,175,075.00. MLGW is eligible to be reimbursed for \$4,886,854.00 from the American Rescue Plan (ARP) grant. The term of this contract is from the date of the Notice to Proceed to September 1, 2026. 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. 12617, Phase II Private Side Lead Service Line Replacement to Acuff Enterprises, Inc. in the funded amount of \$5,175,075.00 as approved.

EXCERPT from MINUTES OF MEETING

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

held November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12617, Phase II Private Side Lead Service Line Replacement to Acuff Enterprises, Inc. in the funded amount of \$5,175,075.00.

The project scope is to furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools necessary to pothole required properties, to inspect and replace existing water service lines between the water meter and up to two feet from the residential building with approved piping when the existing water service lines are comprised of lead and/or galvanized pipes. The Contractor will be required to pull Shelby County Code Plumbing Permits. A permit will be required for each service line replacement. All work must be completed by September 1, 2026.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System, the Daily Memphian, and the Memphis Daily News on August 28, 2025. MLGW solicited ten (10) bids; of which three (3) Contractors attended the Mandatory Bidder's Orientation Meeting held on September 11, 2025 and were deemed qualified to bid on the project. Two (2) bids were received on October 7, 2025; however, one (1) was deemed non-responsive due to the Contractor's license monetary limits did not meet or exceed the Contractor's bid price. The lowest and best bid received was from Acuff Enterprises, Inc. in the amount of \$5,175,075.00. MLGW is eligible to be reimbursed for \$4,886,854.00 from the American Rescue Plan (ARP) grant. The term of this contract is from the date of the Notice to Proceed to September 1, 2026. This award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the Award of Contract No. 12617, Phase II Private Side Lead Service Line Replacement to Acuff Enterprises, Inc. in the funded amount of \$5,175,075.00, as outlined in the foregoing preamble, is approved and further,

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

20 25 at which a quorum was present.

VP, CFO & Secretary - Treasurer
SANE DAY MINUTES

APPROVED

### RESOLUTION SUMMARY

- 1. Short Title Description Contract No. 12655 (formerly Contract No. C2609) ARP Administration Engineering Services
- 2. Requested Funding \$50,000.00
- 3. Award Duration Increase (June 15, 2023 through June 14, 2026)
- 4. Type of Bid Sole Source
- 5. Awarded To ABES Engineering, Inc.
- 6. Plain Language Description This change is to add \$50,000.00 to the total contract value to ensure sufficient funds for the American Rescue Plan (ARP) program administration and oversight for the contract term ending on June 14, 2026.
- 7. Impact This contract allows an engineering firm to administer grant oversight while freeing up MLGW personal.

### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Increase (*Change No. 1*) to Contract No. 12655 (formerly Contract No. C2609), ARP Administration Engineering Services with ABES Engineering, Inc. to increase the current contract in the funded amount of \$50,000.00; 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 furnish supervision, labor, transportation, equipment, and material to provide all work necessary for the American Rescue Plan (ARP) program administration and oversight. This is to include updating the Tennessee Department of Environment and Conservation (TDEC) Web Portal, coordinating MLGW projects related to the TDEC ARP program, submitting documentation, and any additional services that relate to the ARP program. The contract award was based on the Sole Source evaluation process; and

WHEREAS, this change is to increase the contract value in the amount of \$50,000.00 to ensure sufficient funds for the American Rescue Plan (ARP) program administration and oversight. The term of the contract will remain through June 14, 2026. This sole source increase complies with all applicable laws and policies. The new contract value is \$250,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Increase (*Change No. 1*) to Contract No. 12655 (formerly Contract No. C2609), ARP Administration Engineering Services with ABES Engineering, to increase the current contract in the funded amount of \$50,000.00 as approved.

**EXCERPT** 

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Increase (*Change No. 1*) to Contract No. 12655 (formerly Contract No. C2609), ARP Administration Engineering Services with ABES Engineering, Inc. to increase the current contract in the funded amount of \$50,000.00.

The project scope is to furnish supervision, labor, transportation, equipment and material to provide all work necessary for the American Rescue Plan (ARP) program administration and oversight. This is to include updating the Tennessee Department of Environment and Conservation (TDEC) Web Portal, coordinating MLGW projects related to the TDEC ARP program, submitting documentation, and any additional services that relate to the ARP program. The contract award was based on the Sole Source evaluation process.

This change is to increase the contract value in the amount of \$50,000.00 to ensure sufficient funds for the American Rescue Plan (ARP) program administration and oversight. The term of the contract will remain through June 14, 2026. This sole source increase complies with all applicable laws and policies. The new contract value is \$250,000.00.

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 Increase (Change No. 1) to Contract No. 12655 (formerly Contract No. C2609), ARP Administration Engineering Services with ABES Engineering, Inc. to increase the current contract in the funded amount of \$50,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, 

VP, CFO & Secretary - Treasurer

### **RESOLUTION SUMMARY**

- 1 Short Title Description Contract No. 12424 Water Well Production Drilling
- 2. Requested Funding \$6,500,000.00
- 3. Award Duration Renewal two (2) of four (4) (January 1, 2026 through December 31, 2026)
- 4. Type of Bid Sealed bid
- 5. Awarded To National Water Services, LLC
- 6. Plain Language Description This renewal is to drill up to six (6) wells over the one (1) year renewal term.
- 7. Impact MLGW must continue to drill water production wells to meet the demand by our customers. New wells consist of replacement wells and new wells added to the system.

# RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 19, 2025 approved Renewal (*Change No. 3*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to renew the current contract in the funded amount of \$6,500,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal; and

WHEREAS, the project scope is to construct up to eight (8) complete water supply units over one
(1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances. The contract award was selected based on the Sealed Bid process; and

WHEREAS, this change is to renew the current contract for the second of four (4) annual renewal terms covering the period January 1, 2026 through December 31, 2026 in the amount of \$10,164,689.00; of which \$4,608,298.00 will be absorbed from the current contract value. The renewal amount reflects a negotiated increase of 1.58% from the previous term due to rising labor rates, equipment, and material costs. Additionally, MLGW was able to reduce excess line-item quantities and hold material prices by ordering materials in advance. Also, MLGW is requesting contingency funds in the amount of \$943,609.00 for any unforeseen conditions that may arise when drilling wells at unknown depths. The total requested amount of this renewal is \$6,500,000.00.00.00.00. This renewal complies with all applicable laws and policies. The new contract value is \$31,613,669.90; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 3*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to renew the current contract in the funded amount of \$6,500,000.00 as approved.

**EXCERPT** 

from

MINUTES OF MEETING

of

**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS** 

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners Renewal (*Change No. 3*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to renew the current contract in the funded amount of \$6,500,000.00.

The project scope is to construct up to eight (8) complete water supply units over one (1) year, consisting of a gravel wall well, motor, pump, and certain appurtenances. The contract award was selected based on the Sealed Bid process.

This change is to renew the current contract for the second of four (4) annual renewal terms covering the period January 1, 2026 through December 31, 2026 in the amount of \$10,164,689.00; of which \$4,608,298.00 will be absorbed from the current contract value. The renewal amount reflects a negotiated increase of 1.58% from the previous term due to rising labor rates, equipment, and material costs. Additionally, MLGW was able to reduce excess line-item quantities and hold material prices by ordering materials in advance. Also, MLGW is requesting contingency funds in the amount of \$943,609.00 for any unforeseen conditions that may arise when drilling wells at unknown depths. The total requested amount of this renewal is \$6,500,00.00. This renewal complies with all applicable laws and policies. The new contract value is \$31,613,669.90.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Renewal (*Change No. 3*) to Contract No. 12424, Water Well Production Drilling with National Water Services, LLC to renew the current contract in the funded amount of \$6,500,000.00, 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, 

VP, CFO & Secretary - Treasurer

### RESOLUTION SUMMARY

- 1. Short Title Description Contract No. 12512 Master Paving Program Sections 1 and 3
- 2. Requested Funding \$10,307,087.40
- 3. Award Duration Ratification and Renewal one (1) of two (2) (December 2, 2025 through December 1, 2026)
- 4. Type of Bid Sealed Bid
- 5. Awarded To Lehman-Roberts Company
- 6. Plain Language Description This contract is to supply excavation patches asphalt milling and paving services for MLGW jobs in the City of Memphis (COM) to meet paving requirements.
- 7. Impact This contract provides asphalt milling and paving services for MLGW jobs performed on the City of Memphis (COM) streets to meet paving requirements. This will reduce the amount of time patches remain in the city streets as well as allow MLGW to complete the prior to winter weather and asphalt plant shutdown.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Ratification and Renewal (*Change No. 1*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify and renew the current contract in the funded amount of \$10,307,087.40, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving of approximately 4,100 excavation patches. The Contractor is responsible for set up, operation and take down of all equipment used during the execution of Work. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to ratify and renew the current contract for the first of two (2) annual renewals for the period covering December 2, 2025 through December 1, 2026 in the amount of \$10,307,087.40 with an overall negotiated 9.35% increase in rates from the initial term. The increase is due to the change in liquid asphalt pricing, additional cost associated with more in-depth cleaning, the consistent need for a skid steer mill running concurrently with the larger milling machine and the pace and demand of the patches. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$19,719,726.40; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 1*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify and renew the current contract in the funded amount of \$10,307,087.40 as approved.

**EXCERPT** 

from

**MINUTES OF MEETING** 

of

**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS** 

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Ratification and Renewal (Change No. 1) to Contract No. 12512, Master

Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify and renew the current

contract in the funded amount of \$10,307,087.40.

The project scope is to provide all labor, technical skills, tools, materials, and equipment

necessary for the milling and paving repairs, paving of approximately 4,100 excavation patches. The

Contractor is responsible for set up, operation and take down of all equipment used during the execution

of Work. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to ratify and renew the current contract for the first of two (2) annual renewals for

the period covering December 2, 2025 through December 1, 2026 in the amount of \$10,307,087.40 with

an overall negotiated 9.35% increase in rates from the initial term. The increase is due to the change in

liquid asphalt pricing, additional cost associated with more in-depth cleaning, the consistent need for a

skid steer mill running concurrently with the larger milling machine, and the pace and demand of the

patches. This ratification and renewal complies with all applicable laws and policies. The new contract

value is \$19,719,726.40.

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 Ratification and Renewal (Change No. 1) to Contract No. 12512, Master Paving Program -

Sections 1 and 3 with Lehman-Roberts Company to ratify and renew the current contract in the funded amount of \$10,307,087.40, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on day of DOV

held on 1970 day of 1967 20 25. at which a quorum was present.

VP, CFO & Secretary - Treasurer

### RESOLUTION SUMMARY

- 1. Short Title Description Contract No. 12540 (solicited under Contract No. 12512) Master Paving Program Section 2
- 2. Requested Funding \$6,968,115.36
- 3. Award Duration Ratification and Renewal one (1) of two (2) (December 9, 2025 through December 8, 2026)
- 4. Type of Bid Sealed Bid
- 5. Awarded To VuCon, LLC
- 6. Plain Language Description This contract is to supply single lane asphalt milling and paving services for MLGW jobs in the City of Memphis (COM) to meet paving requirements.
- 7. Impact This contract provides asphalt milling and paving services for MLGW jobs performed on the City of Memphis (COM) streets to meet paving requirements. This will reduce the amount of time that patches remain in the city streets as well as allow MLGW to complete the paving prior to winter weather and asphalt plant shutdown.

### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Ratification and Renewal (*Change No. 2*) to Contract No. 12540 (solicited under Contract No. 12512), Master Paving Program – Section 2 with VuCon, LLC to ratify and renew the current contract in the funded amount of \$6,968,115.36; and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving approximately 50 miles of single-lane paving. The Contractor is responsible for setup, operation and take down of all equipment used during the execution of work. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to ratify and renew the current contract for the first of two (2) annual renewals for the period covering December 9, 2025 through December 8, 2026 in the amount of \$6,968,115.36 with an overall negotiated 1.57% increase in rates from the initial term. The increase is due to a combination of raw material price increase and an increase in production, equipment, and labor cost due to inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$15,588,277.69; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 2*) to Contract No. 12540 (solicited under Contract No. 12512), Master Paving Program – Section 2 with VuCon, LLC to ratify and renew the current contract in the funded amount of \$6,968,115.36 as approved.

EXCERPT from

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification and Renewal (*Change No. 2*) to Contract No. 12540 (solicited under Contract No. 12512), Master Paving Program - Section 2 with VuCon, LLC, to ratify and renew the current contract in the funded amount of \$6,968,115.36.

The project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving approximately 50 miles of single-lane paving. The Contractor is responsible for setup, operation and take down of all equipment used during the execution of work. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to ratify and renew the current contract for the first of two (2) annual renewals for the period covering December 9, 2025 through December 8, 2026 in the amount of \$6,968,115.36 with an overall negotiated 1.57% increase in rates from the initial term. The increase is due to a combination of raw material price increase and an increase in production, equipment, and labor cost due to inflation. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$15,588,277.69.

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 Ratification and Renewal (*Change No. 2*) to Contract No. 12540 (solicited under Contract No. 12512), Master Paving Program - Section 2 with VuCon, LLC to ratify and renew the current contract in the funded amount of \$6,968,115.36, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 19 day of NoV

2025. at which a quorum was present.

Nowing Clark

VP. CFO & Secretary - Treasurer

### RESOLUTION SUMMARY

- 1. Short Title Description 750 KCM Cable
- 2. Requested Funding \$379,121.00
- 3. Award Duration One-Time Purchase
- 4. Type of Bid Sealed Bid
- 5. Awarded To Universal Scaffold and Equipment
- 6. **Plain Language Description** To purchase approximately 1,600 feet of 750 KCM cable. The cable is used to support underground electric service to new and existing customers.
- 7. Impact The 750 KCM cable is needed to ensure we have adequate inventory for upcoming projects and for infrastructure updates.



# RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved the purchase of 750 KCM cable and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the 750 KCM cable provides underground electric service to new and existing customers. The cable is needed for infrastructure updates and ongoing projects; and

WHEREAS, bids were opened on October 8, 2025. Notice to Bidders was advertised. Nineteen bids were solicited, and four bids were received with the lowest and best complying bidder being the firm of Universal Scaffold and Equipment. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of 750 KCM cable from Universal Scaffold and Equipment in the amount of \$379,121.00 chargeable to subsequent budget year as approved.

# **EXCERP1**

# from

# MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for 750 KCM cable to Universal Scaffold and Equipment in the amount of \$379,121.00.

The 750 KCM cable provides underground electric service to new and existing customers. The cable is needed for infrastructure updates and ongoing projects.

Bids were opened on October 8, 2025. Notice to Bidders was advertised. Nineteen bids were solicited, and four bids were received with the lowest and best complying bidder being the firm of Universal Scaffold and Equipment. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Electric – Defect Cable / Transformer Replace is \$11,052,000.00; the amount spent year-to-date is \$6,374,049.50; leaving a balance available of \$4,677,950.50; of which \$379,121.00 will be spent in subsequent budget year as approved; and

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

**THAT**, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Universal Scaffold and Equipment is approved for furnishing:

1,600 ft., approximately - Cable 3-1/C parallel 750 KCM CU 20KV PILS-PE JKT;

Totaling \$379,121.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a

commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 18-20 weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on \_\_\_\_\_\_ day of \_\_\_\_\_\_ 0V

20 25. at which a quorum was present.

VP, CFO & Secretary - Treasurer

## **RESOLUTION SUMMARY**

# 1. Description of the Item

Resolution approving a Lease Agreement with Palmer Logistics (Midwest 2) Assets LLC for approximately 160,000 square feet of warehouse space located at 4400 - 4500 Quality Dr., Memphis TN, in the total funded amount of \$2,704,930.20.

### 2. Additional Information

Lease Agreement between Memphis Light, Gas and Water Division and Palmer Logistics (Midwest2) Assets LLC, a Delaware Limited Company for property located at 4400 - 4500 Quality Dr., Memphis TN containing 160,000 square feet of rentable area.

The Lease Agreement is for a term of three years, with the one (1) option to renew the lease Agreement for an additional three-year period under the same terms and conditions of the original Lease Agreement; This lease space is needed for Transportation Stores and Materials to provide additional storage for cable/wire reels, lighting, breakers, switches, etc.

The Lease Agreement three-year term has an initial base rental rate of \$4.95 per square foot months 1- 12, which will increase by 3.5% per year for months 13 - 24 at a rental rate of \$5.12 and increase to a rental rate of \$5.30 for months 25 - 36. The consideration of \$72,800.00 per month for year one with an annual yearly cost of \$873,600.00; \$75,110.00 per month for year two and annual yearly cost of \$901,320.00, \$77,500.85 per month for year three and annual yearly cost of \$930,010.20; for a total funded amount of \$2,704,930.20.00.

### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025, approved a Lease Agreement between Memphis, Light, Gas and Water Division and Palmer Logistics (Midwest 2) Assets LLC, a Delaware Limited Company, for property located at 4400 - 4500 Quality Dr., Memphis, TN, containing approximately 160,000 square feet of rentable area. This lease space is needed for Transportation Stores and Materials to provide additional storage for cable/wire reels, lighting, breakers, switches, etc.; and

WHEREAS, the Lease Agreement was for a term of three years; and

WHEREAS, the Lease Agreement three-year term has an initial base rental rate of \$4.95 per square foot months 1- 12, which will increase by 3.5% per year for months 13 - 24 at a rental rate of \$5.12 and increase to a rental rate of \$5.30 for months 25 - 36. The consideration of \$72,800.00 per month for year one with an annual yearly cost of \$873,600.00; \$75,110.00 per month for year two and annual yearly cost of \$901,320.00, \$77,500.85 per month for year three and annual yearly cost of \$930,010.20; for a total funded amount of \$2,704,930.20.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis, that the Lease Agreement between Palmer Logistics (Midwest 2) Assets LLC, a Delaware Limited Company and Memphis, Light, Gas and Water Division, as outlined in the foregoing preamble, is hereby approved in the funded amount of \$2,704,930.20. as approved.

**EXCERPT** 

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

**CITY OF MEMPHIS** 

held

November 19, 2025

The Director of Transportation Material Stores recommends to the Board of Light, Gas and Water Commissioners the approval of Lease Agreement between Memphis Light, Gas and Water Division and Palmer Logistics (Midwest 2) Assets LLC, a Delaware Limited Company for property located at 4400 - 4500 Quality Dr., Memphis TN, containing 160,000 square feet of rentable area; and the Lease Agreement is for a term of three years, with the one (1) option to renew the lease Agreement for an additional three-year period under the same terms and conditions of the original Lease Agreement. This lease space is needed for Transportation Stores and Materials to provide additional storage for cable/wire reels, lighting, breakers, switches, etc.

The Lease Agreement three-year term has an initial base rental rate of \$4.95 per square foot months 1- 12, which will increase by 3.5% per year for months 13 - 24 at a rental rate of \$5.12 and increase to a rental rate of \$5.30 for months 25 - 36. The consideration of \$72,800.00 per month for year one with an annual yearly cost of \$873,600.00; \$75,110.00 per month for year two and annual yearly cost of \$901,320.00, \$77,500.85 per month for year three and annual yearly cost of \$930,010.20; for a total funded amount of \$2,704,930.20.00.

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 Lease Agreement between Palmer Logistics (Midwest 2) Assets LLC, a Delaware Limited Company and Memphis, Light, Gas and Water Division, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, copy of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular meeting held on lottle day of NOV 2025, at which a quorum was present.

VP, CFO & Secretary - Treasurer

SANE DAY MINUTES

APPROVED

## **RESOLUTION SUMMARY**

- 1. Short Title Description Contract No. 12532 (solicited under Contract No. C2716) Video Management and Hardware Maintenance
- 2. Requested Funding \$350,000.00
- 3. Award Duration Ratification and Renewal (December 2, 2025 through December 1, 2026)
- 4. Type of Bid Sealed Bid
- 5. Awarded To Convergint Technologies, LLC
- 6. Plain Language Description This service is needed to maintain, replace, install and provide preventative maintenance for Genetec Video Management System and all peripheral equipment.
- 1. Impact The service will deter and prevent loss of equipment and supplies to keep MLGW running efficiently and maintain a safe work environment for employees, customers and visitors.

### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Ratification and Renewal (*Change No.* 1) to Contract No. 12532 (*formerly Contract No. C2716*), Video Management and Hardware Maintenance with Convergint Technologies, LLC to ratify and renew the current contract in the funded amount of \$350,000.00 and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal; and

WHEREAS, the project scope is to provide all necessary design services, labor, material, supplies, equipment and incidentals necessary for the installation, repair, replacement, inspection, and maintenance of MLGW's existing Video Management and Camera Systems located at various MLGW locations throughout Shelby County, Tennessee. This contract will also include, but not be limited to, the maintenance of Genetec Servers and Genetec Software and Components. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to ratify and renew annual software maintenance and support services for Genetec Video Management System for the period covering December 2, 2025 through December 1, 2026 in the amount of \$270,804.21 with no increase in rates from the initial term. Additionally, MLGW is requesting contingency funds in the amount of \$79,195.79 for any unforeseen events of replacing equipment, programing new devices, or other services not in the scope of maintenance. The total amount of this ratification and renewal is \$350,000.00. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$700,000.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 1*) to Contract No. 12532 (*formerly Contract No. C2716*), Video Management and Hardware Maintenance with Convergint Technologies, LLC to ratify and renew the current contract in the funded amount of \$350,000.00 as approved.

EXCERPT

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

**November 19, 2025** 

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification and Renewal (*Change No. 1*) to Contract No. 12532 (*formerly Contract No. C2716*), Video Management and Hardware Maintenance with Convergint Technologies, LLC to ratify and renew the current contract in the funded amount of \$350,000.00.

The project scope is to provide all necessary design services, labor, material, supplies, equipment and incidentals necessary for the installation, repair, replacement, inspection, and maintenance of MLGW's existing Video Management and Camera Systems located at various MLGW locations throughout Shelby County, Tennessee. This contract will also include, but not be limited to, the maintenance of Genetec Servers and Genetec Software and Components. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to ratify and renew annual software maintenance and support services for Genetec Video Management System for the period covering December 2, 2025 through December 1, 2026 in the amount of \$270,804.21 with no increase in rates from the initial term. Additionally, MLGW is requesting contingency funds in the amount of \$79,195.79 for any unforeseen events of replacing equipment, programing new devices, or other services not in the scope of maintenance. The total amount of this ratification and renewal is \$350,000.00. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$700,000.00.

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 Ratification and Renewal (*Change No. 1*) to Contract No. 12532 (*formerly Contract No. C2716*), Video Management and Hardware Maintenance with Convergint Technologies, LLC to ratify and renew the current contract in the funded amount of \$350,000.00 as outlined in the above preamble, is approved; and further

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

2026. at which a quorum was present.

VP, CFO & Secretary - Treasurer

#### RESOLUTION SUMMARY

- 1. Short Title Description Connector Set Screws
- 2. Requested Funding \$283,080.00
- 3. Award Duration One-Time Purchase
- 4. Type of Bid Sealed Bid
- 5. Awarded To Engineered Sealing Components
- 6. Plain Language Description To procure 10,500 connector set screws. The connectors facilitate the connection of underground lighting circuits and cables inside lighting poles.
- 7. **Impact** The connector set screws are needed to ensure we maintain adequate inventory for upcoming projects and infrastructure updates.



#### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved the purchase of connector set screws and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the connector set screws facilitate the connection of underground lighting circuits and cables inside lighting poles. The connectors are needed to ensure we maintain adequate inventory and will be issued as needed for upcoming projects and infrastructure updates; and

WHEREAS, bids were opened on September 17, 2025. Notice to Bidders was advertised. Nine bids were solicited, and five bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of connector set screws from Engineered Sealing Components in the amount of \$283,080.00 chargeable to subsequent budget year as approved.

# EXCERPT

## MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

**CITY OF MEMPHIS** 

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for connector set screws to Engineered Sealing Components in the amount of \$283,080.00.

The connector set screws facilitate the connection of underground lighting circuits and cables inside lighting poles. The connectors are needed to ensure we maintain adequate inventory and will be issued as needed for upcoming projects and infrastructure updates.

Bids were opened on September 17, 2025. Notice to Bidders was advertised. Nine bids were solicited, and five bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of Engineered Sealing Components. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Electric General Power Service – Miscellaneous Accounting Transaction is \$4,297,000.00; the amount spent year-to-date is \$1,968,363.47; leaving a balance available of \$2,328,636.53; of which \$283,080.00 will be spent in subsequent budget year as approved; and

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

**THAT,** subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to Engineered Sealing Components is approved for furnishing:

10,500 - Connector Set Screw Type Range #2 STRD AL to #12;

Totaling \$283,080.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price being firm; the quantities are for estimation purposes only and do not create a

commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in three weeks, terms net 30 days.

> I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light,

VP, CFO & Secretary - Treasurer

## RESOLUTION SUMMARY

- 1. Short Title Description Contract No. 12249 ESource Membership Agreement Through TVPPA
- 2. Requested Funding \$1,881,490.00
- 3. Award Duration Scope Change, Increase and Extension (January 1, 2026 through December 31, 2030)
- 4. Type of Bid Single Source
- 5. Awarded To E Source Companies LLC
- 6. Plain Language Description This change order enables MLGW to continue to access industry research, reports, best practices, councils, ad HOC inquiries, and other resources when developing, implementing, evaluating and/or expanding MLGW customer programs and services. This change order includes deliverables from E Source's Research Services - Demand Side Management, Distributed Energy Resource Strategy, Technology Assessment, Residential Marketing, Business Marketing, Account Management, Communications, Contact Center Optimization. Corporate Customer Experience Strategy, and E-Channel, as well as a MLGW-branded Business Energy Advisor portal accessible via MLGW's website. The scope is expanded to add BatteryNext and Mobility, plus Low-Income Energy Issues Forum.
- 7. Impact Continued E Source membership enables MLGW staff to utilize resources to quickly research utility best practices, benchmarking data and other information curated from a variety of sources to evaluate new program and service opportunities that could deliver energy efficiency, demand response and other benefits to participating customers, MLGW and the greater community.

#### RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Scope Change, Increase and Extension (*Change No. 1*) to Contract No. 12249, ESource Membership Agreement through TVPPA to E Source Companies LLC to expand the scope, increase and extend the current contract in the funded amount of \$1,881,490.00 is now recommending to the Council of the City of Memphis that it approves said change, increase and extension as approved; and

WHEREAS, the project scope is to allow E Source Companies LLC as a Single Source provider to provide access to utility research, reports, trends, and best practices when developing, implementing, evaluating and/or expanding MLGW services including the following deliverables: ESource Research Services - Demand Side Management, Distributed Energy Resource Strategy, Technology Assessment, Residential Marketing, Business Marketing, Account Management, Corporate Communications, Customer Care, Customer Experience E-Channel Services, BatteryNext & Mobility, and Low-Income Energy Issues Forum. The contract award was selected based on the Single Source procurement process; and

WHEREAS, this change is to extend and increase the current contract for five (5) years for the period covering January 1, 2026 through December 31, 2030 in the amount of \$1,881,490.00 which is a negotiated 13% increase in the contract value that includes the cost of the extension and additional services. MLGW is also requesting to expand the scope of the current contract by adding the following:

1) BatteryNext & Mobility; and 2) Low-Income Energy Issues Forum. This Scope Change, Increase and Extension complies with all applicable laws and policies. The new contract value is \$3,242,866.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Scope Change, Increase and Extension (*Change No. 1*) to Contract No. 12249, ESource Membership Agreement through TVPPA to E Source Companies LLC to expand the scope, increase and extend the current contract in the funded amount of \$1,881,490.00 as approved.

MINUTES OF MEETING

of BOARD OF LIGHT, GAS AND WATER COMMISSIONERS CITY OF MEMPHIS

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Scope Change, Increase and Extension (Change No. 1) to Contract No. 12249, ESource Membership Agreement through TVPPA to E Source Companies LLC to expand the scope, increase and extend the current contract in the funded amount of \$1,881,490.00.

The project scope is to allow E Source Companies LLC as a Single Source provider to provide access to utility research, reports, trends, and best practices when developing, implementing, evaluating and/or expanding MLGW services, including the following deliverables: E Source Research Services -Demand Side Management, Distributed Energy Resource Strategy, Technology Assessment, Residential Marketing, Business Marketing, Account Management, Corporate Communications, Customer Care, Customer Experience E-Channel Services, BatteryNext & Mobility, and Low-Income Energy Issues Forum. The contract award was selected based on the Single Source procurement process.

This change is to extend and increase the current contract for five (5) years for the period covering January 1, 2026 through December 31, 2030 in the amount of \$1,881,490.00 which is a negotiated 13% increase in the contract value that includes the cost of the extension and additional services. MLGW is also requesting to expand the scope of the current contract by adding the following: 1) BatteryNext & Mobility; and 2) Low-Income Energy Issues Forum. This Scope Change, Increase and Extension complies with all applicable laws and policies. The new contract value is \$3,242,866.00.

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 Scope Change, Increase and Extension (Change No. 1) to Contract No. 12249, ESource Membership Agreement through TVPPA to E Source Companies LLC to expand the scope, and increase and extend the current contract in the funded amount of \$1,881,490.00 as outlined in the above preamble, is approved; and further

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

> I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on \_\_\_\_\_day of \_\_\_\_\_

20 25, at which a quorup was present.

VP, CFO & Secretary - Treasurer

#### RESOLUTION SUMMARY

- 1. Short Title Description Contract No. 12566 (formerly Contract No. C2678) Chartwell Membership
- 2. Requested Funding \$80,470.00
- 3. Award Duration Renewal two (2) of three (3) (February 1, 2026 through January 31, 2027)
- 4. Type of Bid Sole Source
- 5. Awarded To Chartwell, Inc.
- 6. Plain Language Description This contract is to renew MLGW's executive membership with Chartwell, Inc. for access to research and advisory services on topics such as operational excellence, customer experience, billing, outage mitigation, technological innovation and crisis management as well as opportunities to cultivate relationships with other executives in the utility industry.
- 7. Impact Research, consultancy and networking events offered by Chartwell are used to inform programming, operational and technological improvements across the company.

#### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 19, 2025 approved Renewal (*Change No.* 2) to Contract No. 12566 (*formerly Contract No. C2678*), Chartwell Membership with Chartwell, Inc. to renew the current contract in the funded amount of \$80,470.00 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 allow Chartwell, Inc., a research firm, to provide access to utility research and best practices, peer sharing, and advisory councils to assist the Division in improving customer experience. The contract award was selected based on the Sole Source evaluation process; and

WHEREAS, this change is to renew the current contract for the second of three (3) annual renewals for the period covering February 1, 2026 through January 31, 2027 in the amount of \$80,470.00 with no increase in rates from the initial term. This sole source renewal complies with all applicable laws and policies. The new contract value is \$241,410.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 2*) to Contract No. 12566 (*formerly Contract No. C2678*), Chartwell Membership with Chartwell, Inc. to renew the current contract in the funded amount of \$80,470.00 as approved.

EXCERPT

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

**CITY OF MEMPHIS** 

held

November 19, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Renewal (Change No. 2) to Contract No. 12566 (formerly Contract No.

C2678), Chartwell Membership with Chartwell, Inc. to renew the current contract in the funded amount

of \$80,470.00.

The project scope is to allow Chartwell, Inc., a research firm, to provide access to utility research

and best practices, peer sharing, and advisory councils to assist the Division in improving customer

experience. The contract award was selected based on the Sole Source evaluation process.

This change is to renew the current contract for the second of three (3) annual renewals for the

period covering February 1, 2026 through January 31, 2027 in the amount of \$80,470.00 with no increase

in rates from the initial term. This sole source renewal complies with all applicable laws and policies. The

new contract value is \$241,410.00.

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 Renewal (*Change No. 2*) to Contract No. 12566 (*formerly Contract No. C2678*), Chartwell Membership with Chartwell, Inc. to renew the current contract in the funded amount of

\$80,470.00 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 meeting held on \_\_\_\_ | 9th \_\_\_ day of \_\_\_\_ NOV

2025, at which a quorurp was present.

VP. CFO & Secretary - Treasurer

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE REGARDING THE SMALL BUSINESS ENTERPRISE OPPORTUNITY PROGRAM

**WHEREAS,** from time to time it is necessary to amend the Code of Ordinances to meet the current needs of the citizens of Memphis and ensure our policies comply with local, state, and federal requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby amends the Code of Ordinances to add Article XI to Chapter 2 relative to the Small Business Enterprise Opportunity Program as follows:

#### Sec. 6-2-407. — Short Title.

This chapter shall be known as the "City of Memphis Small Business Enterprise Program."

### Sec. 6-2-408. — Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bid* means a quotation, proposal, sealed bid or offer to perform or provide labor, materials, supplies or services to the city for a price on an eligible project, or for an eligible project that generates revenue for the City.

**Bidder** means any individual, sole proprietorship, partnership, joint venture, or corporation that submits a bid to the City.

Certification or recertification means official recognition and approval by the entity designated by the City of Memphis ("Certifying Entity") that a business meets the qualification criteria of a small business enterprise, as set forth in this chapter. Certification or recertification relates to qualifications regarding ownership, control, and not the quality of the service or product.

*City* means the City of Memphis.

**Commercially useful function**. To determine whether a business enterprise is performing a commercially useful function, the Certifying Entity shall consider all the facts in the record, viewed as a whole, including without limitation the following:

- 1. A small business enterprise ("SBE") performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved.
- 2. To perform a commercially useful function, the SBE must be responsible, with respect to material and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- 3. To determine whether an SBE is performing a commercially useful function, the Certifying Entity will evaluate the amount of work subcontracted by the SBE, industry practices regarding subcontracting, whether the amount the SBE is to be paid under the contract is commensurate with the work it is performing, the SBE credit claimed for its performance of the work, and other relevant factors.
- 4. An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of SBE participation. In determining whether an SBE is such an extra participant, the Certifying Entity will examine similar transactions, particularly those in which SBEs do not participate.

Contract means and includes any agreement between the City and a person or business enterprise to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. The term "contract" shall include an agreement between the City and a person or business enterprise to perform professional architectural and engineering services, construction related services or fund the performance of such services, non-professional services and/or goods. Except as otherwise specifically defined in this section, the term "contract" does not include:

- 1. Awards made by the City to a nonprofit entity which the City offers assistance, guidance, or supervision on a project or program and the recipient of the grant award uses the grant moneys to provide services to the community;
- 2. Sales transactions where the City sells its personal or real property;

- 3. A loan transaction where the City is acting as a debtor or a creditor;
- 4. Lease and franchise agreements;
- 5. Agreements to use City real property; or
- 6. Gifts of materials, equipment, supplies or services to the City.

**Contractor** means a prime contractor or vendor on a City contract.

**Control or controlled.** To determine whether the owner or owners of a potential SBE (as used in this definition, "SBE owner," which shall denote one or more owners) controls the potential SBE, the Certifying Entity shall consider all the facts in the record, viewed as a whole, including without limitation the following:

- 1. For a SBE owner to be deemed to control, the potential SBE must be independent. An independent business enterprise is a business whose viability does not depend on its relationship with another firm.
  - a. In determining whether a potential SBE is independent, the Certifying Entity will scrutinize affiliate relationships the SBE has with other firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.
    - The Certifying Entity will consider whether present or recent employer/employee relationships between the SBE owner and other firms or persons associated with other firms compromise the independence of the potential SBE.
  - b. The Certifying Entity will examine the potential SBE's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential SBE.
  - c. In considering factors related to the independence of a potential SBE, the Certifying Entity will consider the consistency of relationships between the potential SBE and other firms with normal industry practice.
- 2. A potential SBE must not be subject to any formal or informal restrictions which

limit the customary discretion of the SBE owner. There can be no restrictions through corporate charter provisions, bylaw provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by persons other than the SBE owner, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the SBE owner, without the cooperation or vote of any other individual, from making any business decision of the business enterprise. This subsection does not preclude a spousal co-signature on documents.

- 3. The SBE owner must possess the power to direct or cause the direction of the management and policies of the business enterprise and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
  - a. An SBE owner must hold the highest officer position in the company (e.g., chief executive officer or president).
  - b. In a corporation, the SBE owner must control the board of directors.
  - c. In a partnership, the SBE owner must serve as a general partner, with control over all partnership decisions.
- 4. Individuals who are not the SBE owner may be involved in an SBE as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the business enterprise, or be disproportionately responsible for the operation of the business enterprise.
- 5. The SBE owner may delegate various areas of the management, policymaking, or daily operations of the business enterprise to other participants in the firm. Such delegations of authority must be revocable, and the SBE owner must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the SBE owner in the business enterprise's overall affairs must be such that the Certifying Entity can reasonably conclude that the SBE owner exercises control over the business enterprise's operations, management, and policy.
- 6. The SBE owner must have an overall understanding of, and managerial and

technical competence and experience directly related to the type of business in which the business enterprise is engaged and the business enterprise's operations. The SBE owner is not required to have experience or expertise in every critical area of the business enterprise's operations, or to have greater experience or expertise in a given field than managers or key employees. The SBE owner must have the ability to intelligently and critically evaluate information presented by other participants in the business enterprise's activities and to use this information to make independent decisions concerning the business enterprise's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the business enterprise is insufficient to demonstrate control.

- 7. If state or local law requires the owner of a particular type of firm to have a particular license or other credential, then the SBE owner of that type of firm must possess the required license or credential to be deemed in control. If state or local law does not require an owner to have such a license or credential, the Certifying Entity will not deny certification solely on the ground that the SBE owner lacks the license or credential. However, the Certifying Entity may consider the absence of the license or credential as one factor in determining whether the SBE owner controls the firm.
- 8. The Certifying Entity may consider differences in remuneration between the SBE owner and other participants in the business enterprise in determining whether the SBE owner controls the business enterprise. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the business enterprise's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the business enterprise. The Certifying Entity may determine that a business enterprise is controlled by its SBE owner although the SBE owner's remuneration is lower than that of some other participants in the business enterprise. In a case where someone other than the SBE owner formerly controlled the business enterprise, and the SBE owner now controls it, the Certifying Entity may consider a difference between the remuneration of the former and current owner of the business enterprise as a factor in determining who controls

- the business enterprise, particularly when the former owner remains involved with the business enterprise and continues to receive greater compensation than the current SBE owner.
- 9. To be viewed as "controlling" a business enterprise, an SBE owner cannot engage in outside employment or other business interests that conflict with the management of the business enterprise or prevent the SBE owner from devoting sufficient time and attention to the affairs of the business enterprise to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an SBE owner could be viewed as "controlling" a part-time business that operates only on evenings and/or weekends, if the SBE owner controls the business enterprise when it is operating.
- 10. An SBE owner may control a business enterprise even though one or more of the SBE owner's immediate family members participate in the business enterprise as a manager, employee, owner, or in another capacity. Except as otherwise provided in this subsection, the Certifying Entity must make a judgment about the control the SBE owner exercises vis-a-vis other persons involved in the business enterprise as it does in other situations, without regard to whether or not the other persons are immediate family members. If the Certifying Entity cannot determine that the SBE owner—as distinct from the family as a whole—controls the business enterprise, then the SBE owner has failed to carry her/his burden of proof concerning control, even though he/she may participate significantly in the business enterprise's activities.

Day or days refers to calendar days.

#### *Eligible project* means:

- 1. Any City contract with a participation goal attached as identified by the Division of Finance, through its Business Services department ("Business Services") or designee thereof, excluding sole source procurement, emergency procurement, and contracts governed by 49 CFR 23 and 26.
- 2. For purposes of this chapter, contract or project "value" shall mean either the

expenditure of funds by the City, or the generation of revenue for the City by a contractor as a direct result of a City contract.

Joint venture means an association of two or more persons, partnerships, corporations, or any combination of them, established to carry on a single business activity that is limited in scope and duration. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, participation in a joint venture shall be based on the sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture and interest in earnings.

Local business means that the vendor or contractor has a valid domestic type county and state business license, issued at least one year prior to the bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts 100 percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

*Memphis MSA* means the geographical area consisting of the following counties: Shelby, Fayette, Tipton, Desoto, Marshall, Tate, Tunica, and Crittenden.

**Business Services** means the Business Services Department of the Finance Division of the City of Memphis. The duties and functions of Business Services shall be defined and amended as needed by the Director of the City division in which the office operates.

**Owned** or **ownership**. In determining whether a potential SBE is owned and operated by an individual or individuals, the Certifying Entity will consider all of the facts in the record, viewed as a whole, including, without limitation, the following:

- 1. The Certifying Entity shall deem the owner of a business enterprise to be whoever possesses at least 51 percent of the business enterprise. There may be more than one owner.
  - a. In the case of a corporation, such an individual must possess at least 51

- percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.
- b. In the case of a partnership, such individual must possess at least 51 percent of each class of partnership interest. Such ownership must be reflected in the business enterprise's partnership agreement.
- c. In the case of a limited liability company, such individual must possess at least 51 percent of each class of member interest.
- 2. The Certifying Entity must find that the individual's ownership is real, substantial, and continuing, going beyond proforma ownership of the business enterprise as reflected in ownership documents. The individual must enjoy the customary incidents of ownership and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

**Purpose and intent.** The City shall give a local preference to local businesses within its geographical limits in awarding City contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of the proposal received in relation to such expenditures.

**SBE Status** means whether a firm meets the qualification criteria of a small business enterprise, as set forth in this chapter.

Small Business Enterprise (SBE) means a firm with its headquarters and/or principal office located in the City and is an independent and continuing enterprise for profit, performing a commercially useful function which is owned and controlled by one or more persons and for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed ten million dollars (\$10,000,000) or three hundred (300) employees.

**Small Business Owner** means a person who owns the business enterprise for which the owner is seeking SBE certification from the City or approved certifying agencies.

Supplier means a warehouse or manufacturer of materials, supplies or equipment which contracts directly with a bidder to provide such materials, supplies or equipment on an eligible project which involves a trade or service. For purposes of measuring the total contract dollars awarded or paid to suppliers on eligible projects, only amounts paid to

suppliers of goods customarily and ordinarily used based upon standard industry or trade practices shall be counted.

## Sec. 6-2-409. — Statement of policy.

It is the purpose of this chapter to promote the economic welfare of the people of the City, to promote business opportunity for all persons doing business with the City, and to promote commerce by assisting SBEs to actively participate in the City's procurement process. SBEs represent 89 percent of the businesses in the United States and 30 percent of the business revenue nationwide, according to the United States Bureau of Census. Also, according to the United States Bureau of Census, in the Memphis metropolitan statistical area, 73 percent of establishments have less than ten employees and 94 percent of establishments have less than 50 employees.

The City, through Business Services, shall develop a policy and manual to detail the process, procedure, and methodology for setting SBE goals and utilization of the designated SBE sheltered market. Business Services shall set annually, at the beginning of each fiscal year, an aspirational SBE goal for certain designated categories of prime contracts. The annual aspirational SBE goal may be broken down by Division as outlined in the Business Services policy and manual. Additionally, Business Services shall set SBE subcontracting goals based on SBE availability for construction, architecture, engineering, surveying, commodities, and services in accordance with the Business Services policy and manual.

## Sec. 6-2-410. — Duties of Business Services.

Under this chapter, Business Services shall have the following authority and duties for the implementation of the Small Business Enterprise program under this chapter:

- 1. Administration and enforcement of this chapter and of the federal disadvantaged business enterprise program as per 49 CFR parts 23 & 26.
- 2. Establishment of written policy, manual, procedures, informal guidelines, and forms as may be necessary to effectuate this chapter.
- 3. Monitoring compliance with the requirements of this chapter.

- 4. Accept valid and current proof of certification of businesses as SBEs from approved certifying entities in accordance with the standards set forth in this chapter.
- 5. Development of databases to be maintained as a public record of certified SBEs.
- 6. Investigation of alleged violations of this chapter, and the issuance of written statements following any determination of such investigation, stating the reasons therefor and any penalty to be imposed.
- 7. Collaborating with the various City divisions to ensure maximum outreach to SBEs.
- 8. Determination of whether any of the penalties set forth in Section 6-94-17 should be applied to a business.
- 9. Attendance at pre-bid, pre-proposal, pre-construction and pre-work conferences.
- 10. Provision to business entities of all forms, applications, documents and papers necessary to comply with this chapter.
- 11. Provision of information to potential bidders, upon request by the potential bidder, which shall include names and contact information of certified SBEs, to reinforce and support outreach efforts by potential bidders.
- 12. Notification by certified mail that a bidder who has bid on and who otherwise would have been awarded a contract has the right to appeal a determination of noncompliance with this chapter, with said appeal to be decided by Business Services within seven calendar days of receipt of the notice of noncompliance.
- 13. Notification by certified mail that an applicant who has been denied certification as an SBE has the right to appeal such determination, said appeal to be determined by Business Services within seven calendar days of receipt of the notice of such determination.
- 14. Notification to the purchasing agent of any determination of noncompliance with this chapter, and of any appeal from any such determination.
- 15. Monitoring, for data gathering and informational purposes, utilization of SBEs on eligible projects.
- 16. Maintenance of documents, forms, records or data regarding this program as provided

in this chapter including:

- a. Documents, forms, records or data regarding the dollar amounts subcontracted to or expended for services performed by subcontractors and suppliers on eligible projects, including the SBE status of each subcontractor and supplier; and
- b. Documents, forms, records or data regarding certified SBEs.
- 17. Development and implementation of outreach and assistance programs to promote contracting opportunities for all businesses that wish to do business with the City, regardless of SBE status.
- 18. Establishment of SBE citywide aspirational goals and project specific goals.
- 19. Identify targeted procurements for SBE-only competition, depended on SBE availability.
- 20. The duties of Business Services should include supporting the various City divisions in achieving their established Small Business Enterprise goals, as well as providing business development assistance to the local business community. This support should cover, but not be limited to, the following activities:
  - (a) Supply comprehensive resources, including informational materials, toolkits, and training sessions to assist divisions in meeting SBE goals.
  - (b) Offer expert advice and consulting services to help divisions understand and navigate SBE objectives effectively.
  - (c) Collaborate with divisions to develop strategic plans that align with SBE goals, ensuring a clear path to success.
  - (d) Facilitate the identification and establishment of partnerships with potential small businesses, promoting mutual benefits and collaboration.
  - (e) Organize and conduct training sessions and workshops focused on best practices for engaging with small businesses and achieving SBE objectives.
  - (f) Implement monitoring and evaluation processes to assess progress towards SBE goals and provide feedback for continuous improvement.

- (g) Create and promote networking events to encourage interaction among divisions and small business partners, enhancing collaboration and opportunities.
- (h) Maintain open lines of communication with all divisions to ensure they are informed about available resources and opportunities related to SBE initiatives.
- (i) Act as an advocate for small business interests within the organization, ensuring that their needs and contributions are recognized and valued.
- (j) Keep detailed records of activities, partnerships, and progress toward SBE objectives, providing regular reports to leadership on outcomes and areas for development.
- (k) Conduct research to identify trends, challenges, and opportunities in the small business landscape to inform strategies and support for divisions.
- (I) Establish a system for gathering feedback from divisions and small business partners to inform ongoing improvements and tailor support services accordingly.
- (m) Establish mentorship opportunities that connect new business owners with experienced entrepreneurs for guidance and support.
- (n) Provide resources and connections to funding sources, such as grants, loans, and investment opportunities.
- (o) Serve as a central resource for local entrepreneurs by offering access to information and tools that foster business growth.

#### Sec. 6-2-411. — Small business assistance.

Business Services shall act as a resource for information on small business enterprises and entrepreneurs.

Business Services shall also undertake to raise the consciousness of SBEs about City business opportunities and provide information on taking advantage of the program benefits. Further, the City shall provide the following assistance to small business enterprises:

1. <u>Access to training; technical assistance</u>. Business Services shall act as a resource for technical assistance. The office shall collect, organize and disseminate information

- regarding available technical assistance providers in the Memphis market area.
- 2. <u>Capital; financing assistance</u>. Business Services shall act as a resource for financial assistance. The office shall collect, organize and disseminate information regarding available capital or financing sources in the Memphis market area.
- 3. <u>Bonding assistance</u>. Business Services shall provide SBEs with information regarding bonding including, providing a list of qualified service providers that supply bonding services.
- 4. Access to markets. Business Services will work to facilitate access to markets for SBEs, working with the office of planning and development (OPD) and other development entities to connect eligible businesses to City, state and federal programs that promote investment and encourage employment, including but not limited to the various hub zone, enterprise zone, and tax allocation districts. Business Services may monitor in conjunction with OPD SBE involvement in procurement opportunities generated by OPD.

## Sec. 6-2-412. — City-maintained records and reports.

The effectiveness of the SBE Program will be measured by a review of data indicating prime, subcontractor and supplier awards to SBEs. Program effectiveness measurements will also include efforts by City staff to provide prime contracting opportunities for SBEs. In order to ensure the effective tracking of these efforts, the following shall be done:

- 1. Each contractor shall continuously maintain, compile, and provide to Business Services, monthly, information relating to its use of SBEs on the City project. This information shall include without limitation the following information for each of the SBE subcontractors and suppliers utilized by the contractor on the City project: a description of the categories of contracts awarded to SBEs; the dollar value of contracts awarded to SBEs; and contact information for the SBEs. Additionally, the contractor shall provide information regarding its progress toward attaining the SBE goal on the city project.
- 2. Within 30 days after the end of a contract in which there was an SBE goal, each contractor shall provide Business Services with a report that summarizes the

outcome of the project information, including without limitation: the identity of and contract information for each SBE to whom the contractor has awarded a subcontract or supplier agreement; the type of work performed or supplies provided by each subcontractor/supplier; the dollar value of each of the subcontracts/supplier agreements; and the total percentage of the value of the City contract subcontracted to SBE subcontractors and/or suppliers.

- 3. The purchasing department shall provide Business Services with information regarding every City contract on which the prime contractor is an SBE or on which an SBE is part of a joint venture or mentor protege team serving as the prime contractor. The information shall include the name and contact information of the SBE, the type of contract, and the dollar value of the contract.
- 4. Business Services shall prepare a consolidated report based on a compilation and analysis of the reports submitted by each contractor and information from the purchasing department regarding the City's use of SBEs as prime contractors. The consolidated report will identify and assess the awards to SBEs of City contracts, prime contractors' use of SBE subcontractors and suppliers, prime contractors' progress in achieving SBE subcontract goals, and other SBE development and contracting efforts. Specifically, Business Services will maintain records and prepare reports showing:
  - (a) Awards to SBE subcontractors and suppliers, including names of contractors and subcontractors, nature of the work/services performed, and the percentage of SBE participation per contract. The City will obtain regular reports from prime contractors on their progress in meeting contractual SBE commitments;
  - (b) Specific efforts by contractors to identify and award contracts to SBEs;
  - (c) Copies of direct mailings by contractors to SBEs;
  - (d) City contracts awarded to SBEs or prime contractors in which an SBE was a joint venture partner or part of a mentor protege team. This information shall include without limitation the name and contact information of the SBEs, the type of contract, and the dollar value of

the contract;

- (e) Pre-bid conference information as it relates to the SBE program;
- (f) Requests for assistance from SBEs interested in bidding/proposing on city contracts and subcontracts;
- (g) Workshops, seminars and training programs conducted for SBEs; and
- (h) Efforts to assist SBEs in acquiring bonding and insurance.
- 5. Business Services will submit annual SBE participation reports to the Council. These reports shall include a summary of the information described in this section, plus an analysis of the total dollar value of City contracts/subcontracts awarded to SBEs during the preceding year, categorized by prime contracting dollars, subcontracting dollars, and supplier dollars. The percentage of the total dollar value of these contracts that was awarded to SBEs during the preceding year shall also be provided.

## Sec. 6-2-413. — Small business enterprise program goals and counting procedures.

- A. The Business Services Manager or appropriate designee in conjunction with the purchasing agent will set an SBE subcontracting goal based on the established goal-setting methodology in the Business Services policy and manual for each specific prime contract with subcontracting and/or supplier possibilities, but shall have the authority to reduce or eliminate such SBE goal on a contract-by-contract basis based upon the type of contract, the type of subcontracting work that will be required, and the availability of SBEs therefor. Every bidder on an eligible project shall be required to submit, with its bid submission, the names, address, certification numbers, if applicable, of certified SBEs or firms that have applied for SBE certification at the time of the bid submission, and any other information required by Business Services as set forth in the project's solicitation documents.
- B. SBE participation is counted as follows:
  - 1. The City will only give bidders credit toward the SBE goal(s) for those SBEs that

- are certified as of the bid or proposal due date.
- Once a firm is certified as an SBE, the total dollar value of the subcontractor or supplier contract awarded to the SBE by the contractor is counted toward the applicable SBE goal. However, if a firm who is listed on the contract as having its SBE certification pending has its certification denied, or if an SBE fails to be recertified during the term of the contract, or if an SBE is decertified during the term of the contract, the dollar value of the contract awarded to that SBE cannot be counted toward the applicable SBE goal.
- 3. The City will count toward its SBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and contractual commitment to the SBE partner in the joint venture.
- 4. The City will count toward the SBE goal a portion of the total dollar value of a contract with a mentor protege team equal to the percentage of the project self-performed by the SBE member of the team.
- 5. The City will count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of the contract.
- 6. The City will count toward its SBE goals the following expenditures to SBE firms that are not suppliers:
  - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the materials and supplies, provided that the fee is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees or

commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### C. Goal Setting Committee:

Each Goal Setting Committee or series of Goal Setting Committees is to be appointed and chaired by the Business Services Manager or designee. The committee shall include, at a minimum, the Purchasing Agent or designee, the Business Services Manager or designee, the Chief Financial Officer or designee, the Director or designee of the originating department. The committee will determine which goals will be applied to specific contracts based on various criteria.

#### D. Sheltered market.

- 1. Business Services, in consultation with the purchasing department will designate certain procurements as sheltered market procurement opportunities, which will only be open for competition by and between SBEs.
  - a. Contracts of \$2,500.00 to \$100,000.00. Under the sheltered market program, every acquisition of goods or services that has an anticipated dollar value between \$2,500.00 and \$100,000.00 is automatically reserved exclusively for small businesses, except for those contracts pertaining to street projects, as described in the CIP budget. The Business Services designee and the purchasing agent may agree to exclude any procurement in this category from the sheltered market at their joint discretion. The sheltered market procurement requirement will only apply when there is a reasonable expectation that offers will be obtained from three or more SBEs that are competitive in terms of market prices, quality, and delivery. If only one acceptable offer is received from a responsible SBE, the sheltered market procurement will be withdrawn and the product or service, if still needed, will be solicited on an unrestricted basis.
  - b. Contracts over \$100,000.00. In addition, the Business Services designee and purchasing agent may agree to designate any contract over \$100,000.00 for

SBEs, except for those contracts pertaining to street projects, pertaining to public works construction, or other projects for which a sheltered market would conflict with state law. The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible SBEs and that the award will be made at a fair market price.

- 2. Partial sheltered market procurements. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The Business Services designee and the purchasing agent may designate a portion of an acquisition as sheltered market procurement, except for construction.
- 3. To obtain sheltered market procurement, an SBE must perform at least a given percentage of the contract. This provision limits the amount of subcontracting an SBE may enter into with other firms when performing these types of contracts. The provisions are as follows:
  - a. <u>Construction</u>. For general and heavy construction contractors, at least 15 percent of the cost of the contract, not including the cost of materials, must be performed by the SBE prime contractor with its own employees. For special trade construction, such as plumbing, electrical, or tile work, this requirement is 25 percent.
  - b. <u>Manufacturing</u>. At least 50 percent of the cost of manufacturing, not including the cost of materials, must be performed by the SBE prime contractor.
  - c. <u>Services</u>. At least 50 percent of the contract cost for personnel must be performed by the SBE prime contractor's own employees.

### Sec. 6-2-414. — Certification as a Small Business Enterprise.

A. A business seeking certification or recognition of certification from the City as an SBE must submit documentation as designated by the City on the prescribed form, affirming under penalty of perjury that the business qualifies as an SBE. In order to qualify as an SBE, the potential SBE owner must meet the following requirements:

- 1. Demonstrate that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 CFR 121.103 do not exceed ten million dollars (\$10,000,000) or three hundred (300) employees;
- 2. Demonstrate that the SBE owners listed on the certification application own and control the business;
- 3. Demonstrate that it is or will be performing a commercially useful function;
- 4. Demonstrate that it is located in the City; and
- 5. Demonstrate that the principal owner maintains a residence in the Memphis MSA.
- B. Business Services or the Certifying Entity may also, if it deems it necessary, perform an on-site review of the potential SBE owner's business prior to approving an application for certification.
- C. A firm that is denied certification may not reapply for certification for a period of 12 months from the date of the denial.
- D. Firms certified by other government agencies will be required to be certified under this chapter regardless of previous certification.
- E. When a firm which has previously been designated an SBE exceeds either the gross revenue or the number of employees provision, it will be deemed to have graduated from the SBE Program with no right of reentry.
  - 1. *Graduation procedures*. Any interested party may request an evaluation of an SBE firm. That evaluation will be performed at the time of the recertification for the SBE. Upon recertification, a firm will be evaluated for graduation from the program. Once Business Services has been notified by the certifying agency that the firm has exceeded the size standards established by the NAICS, the following steps will be followed:
    - a. <u>Notification</u>. Business Services shall issue a letter of notification to the firm detailing its intent to graduate the firm from the program. The letter of notification shall set forth findings, based on the facts and in accordance with law and regulations, for every material issue relating to the basis of the program graduation with specific reasons for each

finding.

- b. <u>Appeal</u>. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the firm must submit in writing to Business Services, information which would explain why the proposed basis of graduation is not warranted. Upon receipt of the appeal, Business Services will notify the firm in writing of the receipt of the appeal.
- c. Review. If the firm appeals its graduation from the program within the requisite 45 days, the appeal will be reviewed by a committee composed of the director of finance, purchasing agent, and city engineer. Within 15 days of receipt of the appeal, a written decision will be issued to the firm by the committee via Business Services.
- 2. *Post graduation*. After the effective date of firm's graduation from the program as provided for herein, a firm is no longer eligible to participate in or receive assistance from the SBE program. However, such firm is obligated to complete previously awarded contracts and/or subcontracts, including any priced bids that may be exercised. Upon graduation there will be no right of reentry.

### Sec. 6-2-415. — Recertification.

Once certified as an SBE by the City or approved certifying entities, the certification is valid for a period of one year from the date the City or approved certifying entity certified the applicant as an SBE. Prior to the expiration of the one-year period, a business that desires to be recertified by the City or approved certifying entity shall:

- 1. File an application to renew with the City or approved certification entity as designated by the City; and
- 2. Meet the requirements specified in this chapter for certification as an SBE.

## Sec. 6-2-417. — Decertification of Small Business Enterprise.

- A. The City or approved certifying entities may decertify the SBE for any of the following reasons:
  - 1. Changes in the firm's circumstances since the certification of the firm that render the firm unable to meet the eligibility standards;
  - 2. Information or evidence that was not available to the City at the time the firm was certified that, if available, would have resulted in a denial of certification;
  - Information that was concealed or misrepresented by the firm in connection with the certification application or review conducted by the City;
  - 4. A change in the certification standard or requirements of the City since the certification of the firm;
  - 5. Prior to taking formal action, Business Services staff shall provide the business with written notice of the proposed revocation. During the pendency of the proceeding, the SBE firm's certification shall remain valid. Business Services staff shall then prepare a recommendation regarding the proposed revocation for review and approval by the chief operating officer. If approved by the chief operating officer, Business Services shall issue an initial notice of decertification to the SBE owner by certified mail. The SBE may appeal the initial notice of decertification within seven days of the receipt of the initial notice of decertification. If the SBE owner fails to appeal the initial notice of decertification within the period set forth in this section, the decertification shall be final and take effect immediately.
  - 6. If Business Services decertifies an SBE proposed to work, or currently working, on a contract, the decertified SBE's participation on the contract may no longer be counted toward fulfillment of the City's SBE goals. If the contractor no longer meets the City's SBE goals after the decertification of the former SBE, the contractor shall be required, within 30 days after notification by Business Services, to demonstrate good faith efforts to substitute the decertified SBE. Failure to demonstrate good faith efforts to substitute a decertified SBE will result in the bidder being declared

nonresponsive, if done prior to the award of the contract, or the contractor being held in default of the contact, if done after the award of the contract.

#### Sec. 6-2-418. — Certification reviews.

In addition to reviewing firms for cause, Business Services will conduct random certification reviews of certified SBEs by auditing them to verify that the information submitted by a business is accurate, and that the business remains eligible after certification has been granted. Certification is subject to revocation if it is determined that a business no longer qualifies as an SBE under the terms of this chapter. Certification reviews may be conducted for any business for which Business Services determines a certification review is warranted. Businesses subject to certification reviews must provide Business Services with any information requested to verify the certification eligibility of the business.

## Sec. 6-2-419. — Appeals.

- A. <u>Determination of noncompliance</u>. A responsible bidder that is determined to be nonresponsive to the requirements of this chapter, and that otherwise would have been awarded a contract, as determined in consultation with the purchasing agent, shall receive a written determination by the Business Services designee, via certified mail, setting forth the reasons for the determination of nonresponsiveness.
- B. <u>Denial of certification as an SBE</u>. Upon a denial of certification as an SBE, Business Services shall notify the affected party in writing, via certified mail, setting forth the reasons for the denial of certification.
- C. <u>Time for filing notice of appeal</u>. Any business that has been denied certification as an SBE, or against whom a final determination of nonresponsiveness to the requirements of this chapter has been made by Business Services, may appeal the final determination of nonresponsiveness or denial of SBE certification by filing a notice of appeal with Business Services in writing within seven (7) calendar days of receipt of the notice of the final determination of noncompliance or denial of certification.
- D. Posting of appeal security. Any bidder that files an appeal to a final determination of

nonresponsiveness by Business Services must, at the time of filing, post security in the amount of one percent of the financial offer of the appellant. If the Business Services hearing officer upholds the determination of the office of contract compliance, he or she shall assess against the appellant reasonable attorneys' fees and other administrative costs incurred by the City in reviewing and responding to the appeal. If the City is represented by its law department, such fees and costs will be calculated at the hourly rate of each attorney participating in the review and response to the appeal set forth in each attorney's most recent City paycheck times the number of hours worked by such participating attorneys on the appeal. If the City is represented by outside counsel, such fees and costs will be calculated at the billing rates of the firm's attorneys, plus all out-of-pocket costs of the firm concerning the appeal. Within 15 days of ruling against the appellant, the Business Services hearing officer, in consultation with the City's law department and outside counsel, if any, will calculate the City's cost in reviewing and responding to the appeal and will apply the appellant's bond or certified check to the costs. Any remaining balance of the bond or certified check will be returned to the appellant.

- E. <u>Notice of hearing date and hearing</u>. Within three (3) calendar days of receipt of a notice of appeal from an aggrieved party, excluding official holidays, the Business Services designee shall forward the notice to the Business Services hearing officer.
- F. <u>Exhaustion of administrative remedies</u>. A protester shall be required to exhaust its administrative remedies before filing suit in any state or federal court based on a determination of nonresponsiveness or denial of certification by Business Services rendered pursuant to this chapter.
- G. <u>Duties of office of business services hearing officer</u>. The duties of the Business Services hearing officer shall be as follows::
  - 1. The Business Services hearing officer shall have exclusive jurisdiction to determine all appeals arising under this chapter.
- 2. The Business Services hearing officer shall set a hearing date not more than seven (7) calendar days from the date of receipt of the notice of appeal from the Business Services designee, excluding official holidays. The hearing officer shall cause notice of the hearing to be served upon all parties by certified U.S. mail. Such notice shall set forth with particularity the decision being appealed by the aggrieved business and shall include the

hearing date, time and place.

- 3. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to produce any and all evidence in either party's possession concerning the final determination of nonresponsiveness with the requirements of this chapter, or the denial of certification as an SBE.
- H. <u>Decision</u>. Within seven (7) calendar days after conclusion of the hearing, excluding official holidays, the Business Services hearing officer shall make a written decision on the appeal, which decision shall affirm, alter or reverse the final determination of nonresponsiveness or the denial of certification by Business Services. The hearing officer shall decide whether the final determination of nonresponsiveness or the denial of certification being appealed was in accordance with the law in existence at the time that the bidder was found to be nonresponsive, at the time that certification was denied, or at the time the penalties were imposed.
- I. <u>Notice of decision</u>. Within seven calendar days after conclusion of the hearing, excluding official holidays, the Business Services hearing officer shall issue written notice of the decision on the appeal to all parties. The notice of the decision shall be sent to all parties by certified U.S. mail and shall set forth the reasons for the decision.
  - J. <u>Appeal</u>. The decision of the hearing officer shall be binding on all parties, subject to the right of appeal to the chief operating officer or its designee.

## Sec. 6-2-420. — Small business enterprise directory.

The City will create an SBE directory that lists SBEs categorized by types of firms to facilitate identifying businesses with capabilities relevant to a particular specification. Each business listing will contain the business name, contact person, address, phone number, legal structure of the business, and details concerning the company's business specialties. North American Industrial Classification System (NAICS) codes will be identified for each company. Business Services will develop and continuously maintain a database as a public record of certified SBE firms. In compiling this directory, Business Services will identify and certify as many SBEs as possible that perform the types of work or provide the types of supplies needed by the City. The City will maintain and have available an updated SBE directory and source lists for each bid/proposal solicitation to facilitate identifying SBEs working in areas relevant to general

contracting requirements and to particular solicitations.

## Sec. 6-2-421. — Procedures to ensure that SBEs have an equitable opportunity to compete for contracts and subcontracts.

- A. <u>Procedures to ensure opportunities</u>. The City shall utilize the following measures to ensure maximum practicable opportunities for SBE participation on city contracts:
  - 1. Assist SBE in obtaining insurance and surety bonds where necessary in the performance of contracts, including but not limited to:
    - a. Encouraging prime contractors to assist SBE subcontractors in obtaining bonding;
    - b. Encouraging staged bonding where feasible, when bonding is carried over from one project stage to the next; and
    - c. Relaxing bonding requirements for projects less than \$100,000.00.
  - Encourage the formation of joint ventures between SBEs. Business Services
    will also assist prime contractors in identifying interested SBEs for
    subcontracts;
  - 3. Provide information on the City's organization and contractual needs and offer instructions on bid specifications, procurement policy, procedures, and general bidding requirements;
  - 4. Provide specifications and requests for proposals to the SBE community in a timely manner to allow SBEs adequate time to develop responsible and responsive bids. In instances where the cost of obtaining specifications or requests for proposal is prohibitive, copies of the material will be made available at no charge to SBE development agencies;
  - 5. Establish prorated payment and delivery schedules where feasible, to minimize cash flow problems faced by small firms. The City will provide guidance to SBE contractors regarding maintenance of positive flow in order that current obligations can be met;

- 6. Hold pre-bid conferences to explain SBE requirements as well as forms that must be submitted with a bid;
- 7. Permit bidders to review and evaluate successful bid documents of similar procurements and use debriefing sessions to explain why certain bids were unsuccessful;
- 8. Provide projected procurement information and contracting schedules through the office of contract compliance and other outreach efforts;
- 9. Conduct internal information workshops to inform and acquaint City staff with the goals and objectives of the City's small business enterprise program, and to sensitize them to the challenges faced by SBEs;
- 10. Maintain records showing specific efforts to identify and award contracts to SBEs and establish a monitoring system to ensure that all contractors, subcontractors, consultants, and vendors comply with contracts specifications related to SBE utilization; and
- 11. Inform SBEs of bid notices and specifications related to their capability by placing bid notices in major local newspapers and other periodicals. Bid notices will also be sent to local trade associations, technical assistance agencies, economic development groups, and SBEs with capabilities that may be relevant to the bid notice as identified by the City's SBE database. Bid specifications will be made available to SBE contractor associations and technical assistance agencies. Lists of potential firms bidding as primes will also be made available to SBEs.
- B. <u>Direct assistance to SBEs</u>. In addition to the procedures set forth in subsection A of this section, Business Services shall also undertake special measures to assist SBEs in overcoming barriers to participation on City contracts. This assistance will be offered directly by the City, as well as by City referral to other assistance agencies with established, comprehensive, and continuous SBE development programs. Businesses requiring management and technical assistance will be identified through a questionnaire, through personal experience with these businesses, and through requests for assistance. Business Services will offer the following direct assistance to SBEs:
  - 1. Provide counseling and training sessions for SBEs. City staff will be available to

interested business representatives to explain (in detail) instructions for preparation of bid specifications, the City's procurement policies, procedures and general bid requirements. The Business Services designee will coordinate and follow up on all requests for assistance to ensure that all necessary information was provided.

- 2. Provide coordination and referral to existing business development organizations.
- 3. Sponsor intensive workshops and training sessions on identified SBE problem areas (i.e., pricing and estimating, joint venture formation, accounting principles, marketing, etc.).

## Sec. 6-2-422. — Methods by which the city will require contractors and subcontractors to comply with applicable SBE requirements.

The City's staff is available to assist contractors and subcontractors in implementing this program. As a standard procedure, such assistance includes:

- 1. Clearly set forth the City's SBE Program goals in all City solicitations.
- 2. Attend pre-proposal/bid conferences to explain the City's SBE Program.
- 3. Identify certified SBEs in the City's database and providing a list of available, certified SBEs upon request.
- 4. Provide plan holder lists and pre-bid sign-in sheets made available to interested SBEs upon request.
- 5. Assist bidders with developing their SBE Programs.
- 6. Monitor SBE participation levels on projects throughout the duration of a contract. Contractors violating contract provisions regarding SBE participation are subject to the sanctions set forth in <u>Section 6-94-17</u>.

## Sec. 6-2-423. — Means to ensure that bidders make good faith efforts to meet SBE contract goals.

A. For all contracts for which SBE contract goals have been established, the bidder shall be required to submit SBE participation information to the City and any other information

required by Business Services as set forth in the project's solicitation documents. The award of the contract will be conditioned upon satisfaction of the requirements established by the City. The bidder shall submit, with its bid submission, the following information:

- 1. The name, address and certification number, if applicable, of the SBE firms that will participate in the contract;
- 2. The description of the work each named SBE will perform; and
- 3. The dollar amount of participation by each named SBE firm.
- B. If the SBE participation submitted by the bidder does not meet the SBE contract goals, the bidder must submit with its bid submission evidence demonstrating that good faith efforts were made to meet the goals. The City will review documents submitted at the time of the bid and make its determination of good faith efforts based on those submitted documents. Additional submissions will not be permitted. To determine sufficient good faith efforts to meet the SBE contract goal, a bidder/proposer shall document the steps it has taken to obtain SBE participation, including but not limited to the following:
  - 1. Attendance at a pre-bid meeting, if any, scheduled by the City to inform SBEs of subcontracting opportunities under a given solicitation.
  - 2. Provide copies of advertisements in general circulation media, trade association publications, and other media for at least 15 days before bids or proposals are due.
  - 3. Copies of written notification sent to all City certified SBEs that perform the type of work to be subcontracted, in sufficient time to allow said SBEs to participate effectively, soliciting said SBEs' interest in working on the project and advising the SBEs:
    - a. Of the specific work the bidder intends to subcontract;
    - b. That their interest in the project is being solicited; and
    - c. How to obtain information for the review and inspection of the plans, specifications and requirements of the bid.

- 4. A written statement that economically feasible portions of work were selected to be performed by SBEs, including, where appropriate, segmenting elements of work or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own work force will not in itself excuse the bidder from making good faith efforts to meet participation goals.
- 5. A statement of the good faith efforts to negotiate with SBEs for specific subcontracts, including at a minimum:
  - a. The names, addresses, and telephone numbers of SBEs that were contacted.
  - b. A description of the information provided to SBEs regarding the plans and specifications for portions of the work to be performed.
  - c. A statement of why additional agreements with SBE were not reached.
  - d. Concerning each SBE, the SBE contacted but rejected as unqualified, and the reasons for the bidder's conclusion.
  - e. Efforts made to assist the SBEs contacted that needed assistance in obtaining bonding or insurance required by the competitor or the City.
- 6. Outreach efforts documentation. A statement describing the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or suppliers on the eligible project. Business Services shall set forth in the solicitation document the documents that a bidder may submit to demonstrate its outreach efforts, and such documentation may include, without limitation, evidence of the following:
  - a. The bidder contacted Business Services to identify available businesses to work on the eligible project, including certified SBEs, regardless of race, gender or ethnicity. Business Services will supply a letter to be included in the bid of the efforts rendered by the bidder as it relates Business Services recommendations.
  - b. The bidder placed notices of opportunities for qualified businesses to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically

- targeted to SBEs, or communicated such notices of opportunities via the Internet or by other available media or means.
- c. The bidder submitted invitations to bid for work on the eligible project to qualified businesses, including certified SBEs.
- d. The bidder included in such notices and invitations a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
- e. The bidder promptly responded to inquiries, provided necessary physical access and time for interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time necessary to allow all interested businesses to prepare bids and quotes.
- f. For each business which contacted or was contacted by the bidder regarding subcontracting or other services on the eligible project but was not contracted with or otherwise utilized on the eligible project, the bidder shall provide a written statement setting forth the dates of such contacts, the nature of such contacts, and the reasons why an agreement was not reached regarding work to be performed on the project. The bidder shall maintain all written documents reflecting such contacts, including bids, quotes and proposals.
- 7. To determine whether a bidder that has failed to meet SBE goals may be awarded the contract, the Business Services Manager, the director of finance and the purchasing agent, prior to the award of the project, will determine whether the efforts the bidder made to obtain SBE participation were good faith efforts. Efforts that are merely pro forma are not good faith efforts to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Business Services Manager, the director of finance and the purchasing agent will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that

there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Business Services will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Business Services may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Businesses that fail to meet SBE goals and fail to demonstrate good faith efforts shall be deemed nonresponsive to the City's SBE requirements and shall not be eligible to be awarded the contract.

- 8. To ensure that all obligations under contracts awarded to SBEs are met, the City shall review the contractor's SBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of the City any situation in which regularly scheduled progress payments are not made to SBE subcontractors.
- C. Bidders shall not terminate, replace, or reduce the work of the SBE that the bidder has counted toward meeting the committed SBE goal unless:
  - 1. The SBE refuses to enter into a contract consistent with the Letter of Intent.
  - 2. The SBE's certification expires.
  - 3. The SBE materially breaches its contract with the bidder.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for SBE firms put forward by bidders.

#### Sec. 6-2-424. — Penalties for noncompliance.

A contractor who fails to comply with any portion of this chapter, and whose failure to comply continues for a period of 30 calendar days after the contractor receives written notice of such noncompliance from the director of Business Services, shall be subject to any or all of the following penalties:

- Withholding of ten percent of all future payments for the eligible project until Business Services determines that the contractor is in compliance with this chapter.
- 2. Withholding of all future payments under the eligible project until it is determined that the contractor is in compliance with this chapter.
- 3. Cancellation of the eligible project.
- 4. Refusal of all future contracts or subcontracts with the City for a minimum of one year and a maximum of five years from the date upon which this penalty is imposed.

#### Sec. 6-2-425. — Outreach to SBEs.

The City considers information dissemination and communication with SBEs as an integral part of the city's SBE Program. As a part of its outreach program, Business Services will solicit input from representatives of SBEs, trade associations and community organizations. This input will serve several important functions, including:

- 1. Providing information to identify additional SBE firms;
- 2. Assisting in refining SBE Program goals and procedures; and
- 3. Providing an independent assessment of the effectiveness of the City's SBE program.

## Sec. 6-2-426. — Procedures to require that participating SBEs are identified by name by competitors for contracts.

- A. The City shall indicate, in solicitations for contracts that provide opportunities for SBE participation, goals for the use of SBE firms. Solicitations shall require all bidders to submit a written assurance of meeting the goals in their bids or proposals. Bids must also include a proposed schedule of SBE participation that lists the names of SBE subcontractors, a description of the work each is to perform, and the dollar value of each proposed SBE subcontract. If the SBE participation does not meet the SBE contract goals, the bidders must submit sufficient information and evidence demonstrating that the bidder made good faith efforts to meet the goals.
- B. Bidders are required to submit this information with their bids and bidders are so informed at the time of solicitation. Agreements between a bidder and an SBE in which the SBE promises not to provide subcontracting quotations to other bidders shall be prohibited.

#### Sec. 6-2-427. — Local preference for award of city contracts.

<u>Purpose and intent</u>. The City shall give a local preference to local businesses in the city limits in awarding City contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of the proposal received in relation to such expenditure.

#### 1. Local preference.

- a. In order to be eligible for the local preference, the vendor must provide a copy of the domestic county and state business license and shall also provide proof that county personal property taxes and all other necessary local business operational taxes inherent to businesses whose principal base of operations is located within the city limits were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city.
- b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, local preference shall mean that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive local businesses are decreased by five percent. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the local preference. The local preference cost differential is not to exceed \$100,000.00.
- c. In the case of a request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.
- d. In the event of a tie between a local business and one or more non-local business meeting specifications, the ties shall be broken in favor of the local business.

#### **2.** Local presence.

a. In the event there is no local business preference designation, either due to nonparticipation or non-eligibility after the five percent differential or five-point

- assignment, then local presence will be considered for the procurement of goods and services over the amount of \$2,000,000.00.
- b. Local presence will be demonstrated by the total number of individuals a business employs within the county. For procurements, a five percent differential, which is not to exceed \$200,000.00, shall be granted for the business that demonstrates the highest number of total employees located within the county at the time of the bid response. For request for proposals or matters for which factors are evaluated, local presence at the time of the response will be a weighted criterion. In no event shall the local presence designation be allowed for a business with less than 25 local employees at the time of the bid response.

#### 3. Exceptions.

- a. The local business preference or presence criteria shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local preference, nor shall the local preference apply to purchases made or contacts let under emergency or noncompetitive situations.
- b. Application of the local preference or local presence criteria to a particular purchase, contract or category of contracts for which the city is the awarding authority may be waived upon written justification and recommendation of the city to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preference or presence criteria established herein in no way prohibit the right of the city from giving any other preference permitted by law in addition to the preference authorized herein.

#### Section 2. — Severability.

**BE IT FURTHER ORDAINED,** That if any provision of this chapter or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid

provisions or applications and are to this end declared to be severable.

Section 3. — Codification.

BE IT FURTHER ORDAINED, That this ordinance amends Chapter 2 of the Official City

Code. The City has authorized the Municipal Code Corporation to provide a republication of

the City's Ordinances in the Official City Code, as amended from time to time, for the

convenience of the public. The Official City Code and the official version of all new, amending,

repealing and clarifying ordinances adopted by the City Council are maintained by the City's

Comptroller in the Office of Council Records.

Section 4. -Effective Date.

**BE IT FURTHER ORDAINED,** That this Ordinance shall take effect after having been passed

by City Council, signed by the Chair of Council, certified and delivered to the office of the

Mayor in writing by the comptroller, and becomes effective as otherwise provided by law and

shall remain effective and operative unless and until the City Council alters, amends clarifies or

repeals it by a superseding, amending, clarifying or codifying ordinance.

Sponsor(s):

J. Ford Canale

**CHAIRMAN** 

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### **Memphis City Council Summary Sheet**

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

A JOINT ORDINANCE of the City of Memphis and County of Shelby County, Tennessee enacted pursuant to the Community Redevelopment Act of 1998 and the Uniformity in Tax Increment Financing Act of 2012; Providing for the amendment of the Cleveland Street Corridor Redevelopment Trust Fund.

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

The Community Redevelopment Agency and sponsored by Councilwoman Michalyn Easter-Thomas

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

This is an amendment to Ordinance 5935 which established the Cleveland Street Corridor TIF, as passed by the Memphis City Council on April 8, 2025.

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

The Cleveland Corridor TIF includes parcels in Districts 5, 6 & 7 and Super Districts 8 & 9. The 10 parcels being added to the TIF (which were inadvertently left out of the original ordinance) are in District 5 and Super District 9.

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

There are no contractual needs related to this item.

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

This item does not require an expenditure or budget amendment.

JOINT ORDINANCE NO.	
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A JOINT ORDINANCE OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY COUNTY, TENNESSEE ENACTED PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1998 AND THE UNIFORMITY IN TAX INCREMENT FINANCING ACT OF 2012; PROVIDING FOR THE AMENDMENT OF THE CLEVELAND STREET CORRIDOR REDEVELOPMENT TRUST FUND

WHEREAS, pursuant to the Community Redevelopment Act of 1998 (the "Act") Shelby County, Tennessee (the "County") and the City of Memphis, Tennessee (the "City") established a joint Community Redevelopment Agency ("CRA") to ameliorate the slum and blight conditions within the City of Memphis and the unincorporated areas of Shelby County; and

WHEREAS, on January 9, 2025, pursuant to Section 11 of the Act and the provisions of the Uniformity in Tax Increment Financing Act of 2012 (the "TIF Uniformity Act"), the CRA approved a proposal to establish the Cleveland Street Corridor Tax Increment Financing District (the "Cleveland Street Corridor TIF") pursuant to the Cleveland Street Corridor Redevelopment Area (the "Plan); and

WHEREAS, the City Council (the "Council") of the City of Memphis, Tennessee considered the adoption of the Cleveland Street Corridor Community Redevelopment Plan and establishment of the Trust Fund pursuant to the requirements of the Act; and

WHEREAS, the Board of County Commissioners of Shelby County, Tennessee (the "Board") considered the adoption of the Cleveland Street Corridor Community Redevelopment Plan and establishment of the Trust Fund pursuant to the requirements of the Act; and

WHEREAS, the Cleveland Street Corridor TIF as approved inadvertently did not include ten (10) parcels which should have been included in the Cleveland Street Corridor Area and the community has requested that the district be amended to include these as detailed in the proposed amendment to the TIF (Attachment A)

WHEREAS, this Ordinance shall not become effective until after the adoption of the

amendment to the Community Redevelopment Plan for Cleveland Street Corridor Plan by the Board and the Council to add the ten (10) parcels; and

**NOW, THEREFORE, BE IT RESOLVED** by The Council Of The City Of Memphis And The Board Of County Commissioners Of Shelby County, Tennessee that the Community Redevelopment Plan for Cleveland Street Corridor Area be amended as follows:

#### SECTION 1. COMMUNITY REDEVELOPMENT AREA

The Cleveland Street Corridor Community Redevelopment Area shall amended to include those parcels identified in Exhibit A.

#### SECTION 2. FUNDING OF THE REDEVELOPMENT TRUST FUND

Pursuant to the provisions of Section 21 of the Community Redevelopment Act of 1998 the hereby Redevelopment Trust Fund for the Cleveland Street Corridor Community Redevelopment Area shall include the increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of the community redevelopment under the Act.

Pursuant to the requirements of the Act, each taxing authority located within the Cleveland Street Corridor Community Redevelopment Area shall by January 1 of each year commencing January 1, 2025 appropriate to the Redevelopment Trust Fund for the Cleveland Street Corridor Area for so long as any indebtedness pledging increment revenue to the payment thereof is outstanding the earliest of thirty (30) years or January 1, 2055, a sum that is no less than the increment as defined and described in this Section accruing to such taxing authority.

#### **SECTION 3. DISCRETION TO GRANT EXEMPTIONS**

Subject to further proceedings of the Council and the Board pursuant to the requirements of Section 21(b)(4) of the Act, the City and the County reserve the discretion to grant an exemption to any special district that levies taxes within the Cleveland Street Corridor Community Redevelopment Area from the funding requirements of Section 5 of this Ordinance; provided such grant of an exemption shall not violate Article 1, Section 20 of the Tennessee Constitution or Article 1, Section 10 of the United States Constitution, relating to impairment of contracts.

#### SECTION 4. TERM OF THE REDEVELOPMENT TRUST FUND

The Redevelopment Trust Fund for the Cleveland Street Corridor Area shall remain in existence for

thirty (30) years after the date of adoption of the original Plan. Notwithstanding anything in this Ordinance to contrary, the obligation to fund the Redevelopment Trust Fund annually shall continue until all loans, advances and indebtedness, if any, and interest thereon, of the CRA incurred as a result of redevelopment in a Community Redevelopment Area have been paid. Upon termination of the Redevelopment Trust Fund, subject to payment of all amounts required to be paid from such Redevelopment Trust Fund, any remaining moneys in the Redevelopment Trust Fund shall be returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Redevelopment Trust Fund by all taxing authorities within the Cleveland Street Corridor Community Redevelopment Area during that year of the last appropriation.

#### SECTION 5. EXPENDITURE OF MONEYS IN THE REDEVELOPMENT TRUST FUND

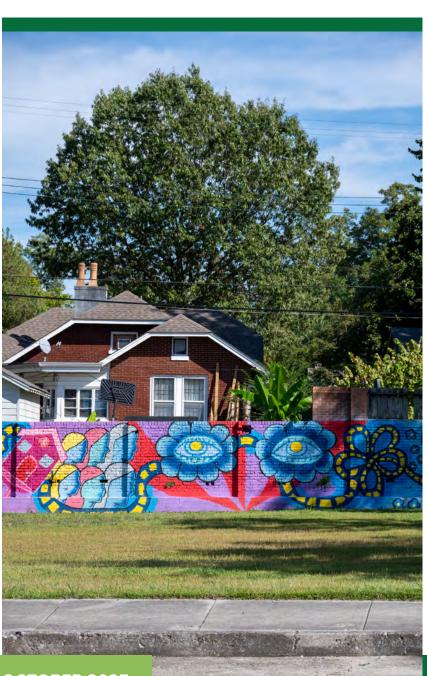
- A. Moneys in the Redevelopment Trust Fund may be expended from time to time for the following purposes, when directly related to financing or refinancing of redevelopment in a Community Redevelopment Area pursuant to the Plan:
  - (a) administrative and overhead expenses necessary or incidental to the implementation of Plan pursuant to the Uniformity in Tax Increment Financing Act of 2012 (the "TIF Uniformity Act").
  - (b) expenses of redevelopment planning, surveys and financial analysis, including the reimbursement of the City or the County or the CRA for such expenses incurred before the Plan was approved and adopted.
  - (c) the acquisition of real property in the Community Redevelopment Area.
  - (d) The clearance and preparation of any portion of the Community Redevelopment Area for redevelopment and relocation of site occupants as provided in Section 17 of the Act.
  - (e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes and any other form of indebtedness.
  - (f) All expenses incidental to or connected with the issuance, sale, redemption, retirement or purchase of CRA bonds, bond anticipation notes or other form of indebtedness, including fund or any reserve, redemption or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness.
  - (g) The development of affordable housing within the Community Redevelopment Area.
- B. On the last day of each fiscal year of the CRA, any money which remains in the Cleveland Street Corridor Redevelopment Trust Fund after the payment of expenses pursuant to subsection "A" of this Section 5 for such year shall be:

- (a) returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities within the Cleveland Street Corridor Community Redevelopment Area for that year;
- (b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;
- (c) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or
- (d) appropriated to a specific redevelopment project pursuant to the Plan which project will be completed within three (3) years from the date of such appropriation.
- C. As allowed in Section 2 of the "Uniformity in Tax Increment Financing Act of 2012" a total of up to five percent (5%) of incremental tax revenues will be set aside for administrative expenses incurred by the CRA (Tennessee Code Annotated 9- 23-104).
- D. As allowed in the "Uniformity in Tax Increment Financing Act of 2012" the tax increment base and dedicated taxes shall be calculated on the basis of each parcel within the area subject to the Community Redevelopment Plan for the Cleveland Street Corridor Area (Tennessee Code Annotated 9-23-102).
- E. In accordance with the provisions of the Act and the TIF Uniformity Act, the City and the County shall cause the CRA to provide for an independent financial audit of the trust fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the Redevelopment Trust Fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The CRA shall provide a copy of the report to each taxing authority.
- **BE IT FURTHER ORDAINED,** that to the extent that the CRA shall approve developers to execute the redevelopment, said developers shall provide annual financial statements, including balance sheets and detailed income and expense statements to the CRA Board.
- **BE IT FURTHER ORDAINED,** that this joint ordinance shall take effect from and after the date it shall have been enacted according to due process of law by virtue of the concurring and separate passage thereof by the Council of the City of Memphis and by the Board of Commissioners of Shelby County, Tennessee.
- **BE IT FURTHER ORDAINED,** that the provisions of this Ordinance are severable and that any portion declared or found to be unlawful shall not affect the remaining portions.

Sponsor: Councilwoman, Dr. Michalyn Easter-Thomas

	Chairman of the City Council
Attest:	
Comptroller	





## CLEVELAND STREET CORRIDOR TIF AMENDMENT

This document amends the Cleveland Street Community Redevelopment Plan by adding 10 parcels to the TIF District. The parcels below exhibit conditions of slum and blight but also represent catalytic opportunities for reinvestment.

- 394 N. Watkins
- 400 N. Watkins
- 406 N. Watkins
- 410 N. Watkins
- 414 N. Watkins
- 428 N. Watkins
- 448 N. Watkins
- 472 N. Watkins
- 478 N. Watkins
- 486 N. Watkins

#### Executive Summary

This document serves as an amendment to the Cleveland Street Community Redevelopment Plan adding 10 parcels to the TIF District. These include 394, 400, 406, 410, 414, 428, 448, 472, 478, and 496 N. Watkins. Each property has been reviewed against the statutory requirements of the Community Redevelopment Act and the framework outlined in the Plan. Collectively, the Watkins parcels exhibit conditions of slum and blight but also represent catalytic opportunities for reinvestment. Their inclusion and targeted redevelopment will advance neighborhood stabilization, improve the functionality of the TIF, and improve quality of life for surrounding residents.

#### **Chapter 1: Introduction**

The Community Redevelopment Act empowers Memphis and Shelby County to eliminate slum and blight conditions through coordinated redevelopment strategies. The Cleveland Street Redevelopment Plan leverages this authority to guide public and private investment, with Watkins parcels serving as critical infill and rehabilitation opportunities.

#### **Chapter 2: Description of the Community Redevelopment Area**

Located within the northern sector of the Cleveland Street Corridor CRA, the Watkins parcels sit adjacent to residential neighborhoods and commercial frontages. Their current condition—marked by vacancy, deterioration, or underutilization—reflects the broader area, where over 80% of parcels show slum or blight indicators.

#### **Chapter 3: Description of the Community Redevelopment Plan**

The Plan envisions neighborhood revitalization through streetscape improvements, mixed-use infill, and adaptive reuse of vacant structures. For the Watkins parcels, this means potential redevelopment into residential or community-serving commercial uses, aligned with CRA oversight. Publicly funded infrastructure and streetscape projects will complement these private reinvestments.

#### **Chapter 4: Description of the Community Redevelopment Project**

The Watkins parcels are key to eliminating visible blight at a prominent corridor edge. Redevelopment will convert these liabilities into productive uses, reduce negative neighborhood spillover, and provide opportunities for housing, small business, or mixed-use development consistent with the LRK plan framework.

#### **Chapter 5: Economic Feasibility Study**

The CRA's revenue analysis projects more than \$120 million in incremental tax revenues districtwide. Redeveloped Watkins parcels will directly contribute to this growth by increasing assessed values and generating new revenue streams while reducing the fiscal drag of blight. No

shovel-ready projects have been identified for the Watkins parcels, thereby exact fiscal impact on real property taxes and TIF revenues is unknown.

#### **Chapter 6: Benefit/Cost Analysis**

Redeveloping the Watkins parcels will reduce municipal costs associated with code enforcement and policing, while delivering long-term tax base expansion. Benefits include improved neighborhood aesthetics, higher property values, and spillover investment in adjacent parcels.

#### **Chapter 7: Fiscal Impact Statement**

Watkins parcel redevelopment is anticipated to yield net positive fiscal impacts. By stabilizing surrounding blocks and providing new taxable uses, these sites will reduce burdens on public services and generate sustainable long-term revenue.

#### **Chapter 8: Neighborhood Impact Element**

No displacement is expected, as Watkins parcels are largely vacant or underutilized. Instead, redevelopment will improve traffic circulation, walkability, environmental quality, and access to community amenities for existing and future residents and businesses. Public safety and neighborhood cohesion will also improve.

#### **Chapter 9: Findings**

Evaluation confirms that the Watkins parcels meet statutory definitions of slum/blight which are as follows:

"Slum Area" according to Section 3(7) of the CRA Act means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.

"Blighted Area", according to Section 3(8), is an area in which there are a substantial number of slum, deteriorated, or deteriorating structures and conditions which endanger life or property by fire or other causes or one or more of the following factors which substantially impairs or arrests the sound growth of a county or municipality and is a menace to the public health, safety, morals, or welfare in its present condition and use.

These parcels are eligible for redevelopment under the Act. Redevelopment will conform to Memphis 3.0, provide adequate recreational amenities, and maximize opportunity for private enterprise while ensuring public benefit.

#### **Appendices**

• **Appendix A – Boundary Description:** Watkins parcels fall within the CRA's defined boundaries

# CLEVELAND STREET CORRIDOR TIF ADDED PARCLES



1,000 FEET

The CRA envisions residents in every neighborhood in the City of Memphis and Shelby County a healthy and safe environment, economic opportunity, affordable housing and an excellent quality of life.



• Appendix B – Qualifications Analysis: Field surveys confirm blight conditions such as deteriorated structures, vacancy, unsafe conditions. These confirmed conditions as outlined by the CRA Act, are summarized for the additional parcels as follows:

#### **Dilapidation and Deterioration**

Several of the parcels demonstrated significant physical decline in the form of rotting wood, structural cracking, failing roofs, and boarded or broken windows. These physical issues indicate a lack of ongoing maintenance and long-term investment. The CRA Act identifies dilapidation and deterioration as markers of slum and blight because they contribute to unsafe and unsanitary living conditions, discourage private investment, and accelerate neighborhood decline

#### Age and Obsolescence of Structures

Many of the parcels contained structures that were outdated in design, materials, and layout. In some cases, these buildings were originally constructed for uses that no longer align with current community needs, leading to underutilization. Age and obsolescence, as defined under the Act, create barriers to effective reuse and limit opportunities for modern redevelopment

#### Inadequate Ventilation, Light, and Sanitation

Observations showed issues such as poor window coverage, lack of adequate plumbing, and conditions conducive to pests or mold growth. These deficiencies directly threaten the health and welfare of residents and users. The CRA Act specifies that inadequate access to air, light, and sanitation is a qualifying slum factor because it fosters disease, infant mortality, and unsafe environments

#### Unsanitary and Unsafe Conditions

Several parcels were flagged for trash accumulation, exposed wiring, unsecured entryways, and other hazards that endanger life or property. Such conditions increase the risk of fire, crime, and other safety threats. The Act treats these findings as critical evidence of slum or blight because they degrade public safety and increase municipal service costs

#### Overcrowding and Improper Lot Layout

Although not all parcels exhibited overcrowding, some showed evidence of faulty or inadequate lot layouts—such as insufficient parking, poor ingress/egress, and small, irregular parcel shapes. The CRA Act views overcrowding and faulty lot design as blighting factors because they restrict efficient land use, aggravate traffic problems, and hinder redevelopment

#### Fire Hazards and Deterioration of Site Improvements

Conditions such as aging electrical systems, deteriorated sidewalks, cracked foundations, and vacant structures posed heightened risks of fire and injury. The presence of vacant lots and underutilized parcels further contributed to deterioration of site improvements. The CRA Act identifies these hazards as evidence of blight because they endanger both occupants and adjacent properties

#### Tax Delinquency and Economic Disuse

Some parcels showed long-standing tax delinquencies or signs of economic disuse, such as extended vacancy and lack of investment. The Act specifically names tax delinquency exceeding the land's fair value and economic disuse as blighting indicators since they reduce the local tax base and deter reinvestment

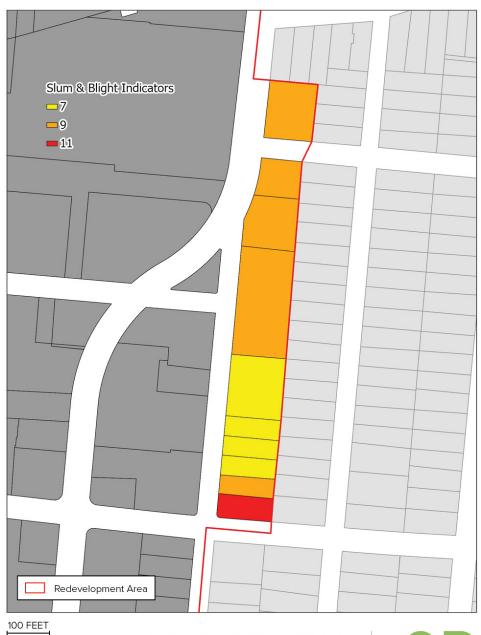
#### **Diversity of Ownership and Title Issues**

While less consistently observed than physical decline, certain parcels within the Watkins corridor illustrate how fragmented ownership and defective titles complicate redevelopment. The CRA Act recognizes diversity of ownership and title issues as qualifying conditions because they hinder coordinated investment, delay redevelopment projects, and perpetuate blight.

#### Inadequate Street Layout and Traffic Circulation

Several parcels are located on streets with limited capacity, poor pedestrian infrastructure, and inadequate access to modern traffic requirements. The CRA Act cites inadequate street layout, insufficient parking, and substandard traffic facilities as factors that arrest sound growth and discourage economic activity

### CLEVELAND STREET CORRIDOR TIF



The CRA envisions residents in every neighborhood in the City of Memphis and Shelby County a healthy and safe environment, economic opportunity, affordable housing and an excellent quality of life.

www.cramemphis.org



• **Appendix** C – **Revenue Analysis:** Redevelopment will contribute incrementally to the \$121.2M projected TIF revenues. There are currently no confirmed development plans

for the additional parcels, so there is no measurable immediate impact upon the original revenue projections. Any future revenues generated would be dependent on future projects.

• **Appendix D – Parcel Listing:** 394, 400, 406, 410, 414, 428, 448, 472, 478, and 496 N. Watkins are documented in the CRA's inventory.

Parcel List
496 N Watkins: 020031 00008C
478 N Watkins: 020030 00001
472 N Watkins: 020030 00027
448 N Watkins: 020030 00026
428 N Watkins: 020030 00025
414 N Watkins: 020030 00024
410 N Watkins: 020030 00023
406 N Watkins: 020030 00022
400 N Watkins: 020030 00021
394 N Watkins: 020030 00020

• **Appendix E** – **LRK Redevelopment Plan:** Identifies Cleveland and Watkins as critical nodes for multimodal and mixed-use redevelopment.



### **Memphis City Council Summary Sheet**

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

A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND ADD A NEW APPENDIX RELATING TO OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

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

Division of Planning and Development

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

  Ordinance will amend the Memphis and Shelby County Building Code.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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

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



A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND ADD A NEW APPENDIX RELATING TO OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

WHEREAS, The Shelby County Board of Commissioners and the Council of the City of Memphis seek to adopt and maintain a comprehensive set of coordinated Technical Codes and to update those Codes to assure the safe and effective construction of commercial buildings and structures in the Community; and

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Building Code have been placed in the Offices of the Minutes Clerks of the Shelby County Commission and of the Memphis City Council for public review, as required by state law; and

**WHEREAS,** The adoption of this updated Memphis and Shelby County Building Code will require the affirmative vote of the majority of the Shelby County Board of Commissioners and the Council of the City of Memphis as no new fine is established by this adoption and update.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the 2021 Edition of the ICC International Building Code and relevant Appendices and previous amendments are hereby further amended by adoption of the local amendments attached to this Joint Ordinance as Exhibit A.

**BE IT FURTHER ORDAINED,** That the first sentence of section 423.5 Group E occupancies of the Memphis and Shelby County 2021 Building Code is deleted and replaced with, "In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, all Group E

occupancies with an occupant load of 50 or more may have a storm shelter. If a storm shelter is constructed, it shall be constructed in accordance with ICC 500."

**BE IT FURTHER ORDAINED,** That Appendix M relating to optional middle-scale housing construction requirements, as further described in Exhibit A, is adopted into the Memphis and Shelby County Building Code.

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

**BE IT FURTHER ORDAINED,** That this Joint Ordinance shall take effect in the City of Memphis and the unincorporated areas of Shelby County on December 31, 2025, by virtue of the concurring and separate passage thereof by the Board of Commissioners of Shelby County and the Memphis City Council, or if not adopted by each legislative body by that date, then at the date of adoption by the last adopting body.

#### Appendix M

#### Middle-Scale Housing IBC Amendment

(with notes for IFC and IEBC)

#### 1. Purpose

The purpose of this amendment is to provide an alternative compliance path for small-scale, low-rise multifamily buildings (3–24 dwelling units) to promote housing affordability while maintaining essential life safety protections.

#### 2. Scope

This amendment applies to multifamily buildings meeting all of the following criteria:

- 3 to 24 dwelling units total
- No more than 3 stories above grade
- Maximum building height of 40 feet
- Group R-2 occupancy
- Type V or Type III construction permitted. IBC area limitations apply to the construction type.

This amendment does not apply to multifamily buildings constructed above a pedestal or podium or buildings with basements.

Except for the items specifically addressed by this amendment, all other provisions of the codes apply.

#### 3. Fire Protection Options

Small multifamily buildings shall comply with one of the following fire protection methods:

#### Option A: Sprinklered + 1-Hour Separations

- Install an automatic sprinkler system designed and installed in accordance with NFPA 13R (or equivalent). Buildings may be served with an NFPA 13D system if they meet <u>all</u> of the following criteria:
  - Two or fewer stories above grade
  - o Less than 10,000 square feet
  - Eight or fewer residential units
  - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.

- The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.
- Provide a minimum 1-hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating dwelling units from common areas (e.g., corridors, stairs).

#### OR

Option B: 2-Hour Separations, No Sprinkler (for Buildings with 3-4 units, under 5,000 square feet, and under 3 stories)

- Omit sprinkler system installation.
- Provide a minimum 2-hour fire-resistance-rated floor/ceiling and wall assemblies separating dwelling units and separating dwelling units from common areas.

#### 4. Egress Requirements

- Each dwelling unit shall have access to two separate means of egress, unless the dwelling unit opens directly to an exterior exit at grade. Emergency escape and rescue windows shall be provided in sleeping rooms where required.
- Where a 13D sprinkler system is used, exit corridors serving between five and eight units shall have a minimum clear width of 44 inches. Exit corridors serving four units or fewer may have a minimum clear width of 36 inches where total building square footage does not exceed 10,000.
- Common stairways shall be enclosed with 1-hour fire-resistance-rated construction.
   Corridors shall also be enclosed with 1-hour fire-resistance-rated construction where a 13D sprinkler system is used.
- Maximum travel distance to an exit shall not exceed 125 feet without a sprinkler system, 200 feet with a 13D sprinkler system installed, or 250 feet with a 13R or 13 sprinkler system installed.

#### 5. Alarm and Detection

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.
- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.

#### 6. Plan Review and Inspections

- Building plans shall clearly indicate the selected fire protection option (Option A or Option B).
- Fire-resistance-rated assemblies shall be subject to inspection prior to concealment.
- Documentation of compliance with egress, alarm, and accessibility requirements shall be submitted at the time of permit application.
- For buildings under 5,000 square feet and less than three stories, separate mechanical, electrical and plumbing drawings shall not be required.

#### 7. Structural Design Requirements

#### 7.1 General Structural Requirements

- Buildings may comply with the prescriptive structural provisions of the International Residential Code (IRC) in lieu of the engineered design requirements of the IBC, provided that the building:
  - Is constructed using light-frame wood construction (Type V-B or III-B)
  - Does not exceed three stories above grade
  - Has a simple, rectangular, L-shaped, or U-shaped footprint without major irregularities
  - Maximum building height of 40 feet

#### 7.2 Live Loads

- Residential floor live load: Minimum 40 psf.
- Corridor live load: Minimum 40 psf.
- Stair live load: 2 stories, serving four units or fewer per floor, Minimum 40 psf. Otherwise, Minimum 100 psf.
- Roof live load: Minimum 20 psf.

#### 7.3 Wind Design

 Buildings may use the IRC simplified wind design provisions where the basic wind speed is 140 mph or less.

#### 7.4 Seismic Design

Buildings may use the IRC simplified seismic design provisions, except buildings with an L-shaped or U-shaped footprint.

#### 7.5 Snow Loads

Buildings shall be designed for snow loads consistent with IRC Table R301.2.

#### 7.6 Soils and Foundations

• Soil bearing capacity may be assumed at 1,500 psf unless determined otherwise by a soils investigation.

#### 7.7 Structural Documentation

- Prescriptive structural design may be prepared by the builder or contractor.
- Structural engineering calculations and licensed structural engineer seals are not required unless:
  - o The building exceeds the limitations stated above, or
  - o Site-specific conditions necessitate engineered design.

#### 8. Ground Floor Nonresidential Uses

- Small multifamily buildings regulated under this amendment may include ground-floor Group B occupancies under the following conditions:
  - The Group B occupancy shall be limited to uses that do not require a commercial kitchen exhaust hood, fume hood, hazardous material storage, or specialized ventilation system under the IBC or IMC.
  - The Group B occupancy shall be separated from adjacent dwelling units by construction providing a minimum 1-hour fire-resistance rating with sprinkler or 2hour fire resistance rating without sprinkler.
  - Automatic sprinkler systems shall not be required solely due to the presence of a Group B occupancy, provided the building otherwise qualifies under Section 3, Option A or Option B.
  - Any shared exit access serving both Group R-2 and Group B occupancies must comply with the most restrictive applicable code requirements for travel distance and protection.
  - Raised floors for any Group B occupancy shall meet the live load requirements for commercial use of minimum 100 psf if occupancy exceeds 15 persons. Otherwise, minimum 40 psf shall be allowed for any Group B occupancy on the ground floor.
  - o Each Group B occupancy may not exceed 1,000 square feet.

#### **Notes for IFC:**

#### 1. Amendment to International Fire Code Section 903 (Automatic Sprinkler Systems)

Add new subsection 903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path)

903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path).

Automatic sprinkler systems shall not be required for Group R-2 occupancies where all of the following conditions are met:

- 1. The building contains 3 to 4 dwelling units.
- 2. The building is under 5,000 square feet and 3 stories in height.

- 3. The building provides a minimum 2-hour fire-resistance-rated separation (floor/ceiling and wall assemblies) between dwelling units and between dwelling units and common areas.
- 4. The building complies with egress and fire alarm provisions specified in this code and amendments thereto.
- For all Group R-2 occupancies between 3-24 units, an automatic sprinkler system designed and installed in accordance with NFPA 13R (or equivalent) is required where a minimum 1hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating dwelling units from common areas is provided. Buildings may be served with an NFPA 13D system if they meet <u>all</u> of the following criteria:
  - Two or fewer stories above grade
  - Less than 10,000 square feet
  - Eight or fewer residential units
  - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.
  - The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.

#### Additional Exception (Group B Ground Floor):

Group B occupancies located on the ground floor of buildings regulated under Section 903.3.1.4 shall not be required to install an automatic sprinkler system where:

- The Group B space does not require specialized suppression or ventilation under applicable code (e.g. no cooking, no flammable storage); and
- The Group B space is separated from residential units above or beside by fire-resistancerated construction of not less than 2 hours; and
- The Group B space has direct access to the exterior.
- Each Group B occupancy may not exceed 1,000 square feet.

#### 2. Amendment to International Fire Code Section 907 (Fire Alarm and Detection Systems)

Revise 907.2.9.1 Group R-2 Occupancies to add exception:

#### Exception:

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual

- notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.
- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.

#### **Notes for IEBC:**

#### 1. Amendment to IEBC Section 1002 (Change of Occupancy)

Add new subsection: 1002.5 Middle-Scale Housing (Alternate Compliance Path)

1002.5 Small Multifamily Buildings (Alternate Compliance Path).

Where an existing building is converted to a Group R-2 occupancy containing between 3 and 24 dwelling units, the building shall be permitted to comply with the provisions of the **Middle-Scale Housing** Building Model Amendment to the **IBC Appendix M**, provided <u>all of</u> the following are met:

- The building does not exceed 3 stories above grade or 40 feet in height.
- The building is of Type V or III construction. IBC area limitations apply to the construction type.
- The building complies with prescribed fire protection standards or one of the fire protection options specified in the model amendment (Option A or Option B).
- The building provides egress, fire separation, and alarm systems consistent with the model amendment.
- Structural upgrades are only required where proposed work triggers structural evaluation thresholds of the IEBC.



### **Memphis City Council Summary Sheet**

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

A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY EXISTING BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

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

Division of Planning and Development

- **3.** State whether this is a change to an existing ordinance or resolution, if applicable. Ordinance will amend the Memphis and Shelby County Existing Building Code.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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

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



A JOINT ORDINANCE AMENDING THE 2021 MEMPHIS AND SHELBY COUNTY EXISTING BUILDING CODE SO AS TO AMEND STORM SHELTER REQUIREMENTS FOR EDUCATIONAL BUILDINGS AND OPTIONAL MIDDLE-SCALE HOUSING CONSTRUCTION REQUIREMENTS.

WHEREAS, the Shelby County Board of Commissioners and the Council of the City of Memphis seek to adopt and maintain a comprehensive set of coordinated Technical Codes and to update those Codes to assure the safe and effective construction of commercial and residential buildings and structures in the Community; and

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Existing Building Code have been placed in the Offices of the Minutes Clerks of the Shelby County Commission and of the Memphis City Council for public, as required by state law; and

**WHEREAS,** The adoption of this updated Memphis and Shelby County Building Code will require the affirmative vote of the majority of the Shelby County Board of Commissioners and the Council of the City of Memphis as no new fine is established by this adoption and update.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That the first sentence of section 303.2 Addition to a Group E occupancy of the Memphis and Shelby County 2021 Existing Building Code is deleted and replaced with, "Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornadoes is 250 mph (402.3 km/h) in accordance with Figure 304.2(1) of ICC 500 and the occupant load in the addition is 50 or more, the addition may have a storm shelter. If a storm shelter is constructed, it shall be constructed in accordance

with ICC 500."

**BE IT FURTHER ORDAINED,** That the following section is added under Section 1002 Special Use and Occupancy after **1002.4 Storage**:

**1002.5 Middle-Scale Housing.** (Alternate Compliance Path). Where an existing building is converted to a Group R-2 occupancy containing between 3 and 24 dwelling units, the building shall be permitted to comply with the provisions of the Middle-Scale Housing Building Amendment to the IBC Appendix M, provided all of the following are met:

- The building does not exceed 3 stories above grade or 40 feet in height.
- The building is of Type V or III construction. IBC area limitations apply to the construction type.
- The building complies with prescribed fire protection standards or one of the fire protection options specified in the model amendment (Option A or Option B).
- The building provides egress, fire separation, and alarm systems consistent with the model amendment.
- Structural upgrades are only required where proposed work triggers structural evaluation thresholds of the IEBC.

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

**BE IT FURTHER ORDAINED,** That this Joint Ordinance shall take effect in the City of Memphis and the unincorporated areas of Shelby County on December 31, 2025, by virtue of the concurring and separate passage thereof by the Board of Commissioners of Shelby County and the Memphis City Council, or if not adopted by each legislative body by that date, then at the date of adoption by the last adopting body.



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

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

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
  - **Division of Fire Services**
- **3.** State whether this is a change to an existing ordinance or resolution, if applicable. Ordinance will amend the International Fire Code.
- 4. State whether this requires a new contract, or amends an existing contract, if applicable.

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

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

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



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

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

WHEREAS, Provisions of the Tennessee Code Annotated require local jurisdictions wishing to operate their own program for permitting and inspection of construction activities, rather than State control of those activities, to review and update their locally adopted Building and technical codes on a regular cycle to assure they are providing an adequate level of public safety; and

WHEREAS, Copies of the 2021 Edition of the ICC International Fire Code have been placed in the Office of the Minutes Clerk of the Memphis City Council for public review, as required by state law; and

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

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE,** That the amendments, as further described in Exhibit A, are adopted Section 9-36-1 of the City of Memphis Code of Ordinances and into the International Fire Code, as amended locally by the City of Memphis.

**BE IT FURTHER ORDAINED,** That the amendments described in Exhibit A correspond with Appendix M relating to optional middle-scale housing construction requirements adopted into the Memphis and Shelby County Building Code.

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

**BE IT FURTHER ORDAINED,** That this Ordinance shall take effect in the City of Memphis on December 31, 2025.

#### **EXHIBIT A**

#### 1. Amendment to International Fire Code Section 903 (Automatic Sprinkler Systems)

Add new subsection 903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path)

903.3.1.4 Small Multifamily Buildings (Alternate Compliance Path).

Automatic sprinkler systems shall not be required for Group R-2 occupancies where all of the following conditions are met:

- 1. The building contains 3 to 4 dwelling units.
- 2. The building is under 5,000 square feet and 3 stories in height.
- 3. The building provides a minimum 2-hour fire-resistance-rated separation (floor/ceiling and wall assemblies) between dwelling units and between dwelling units and common areas.
- 4. The building complies with egress and fire alarm provisions specified in this code and amendments thereto.
- For all Group R-2 occupancies between 3-24 units, an automatic sprinkler system designed
  and installed in accordance with NFPA 13R (or equivalent) is required where a minimum 1hour fire-resistance-rated floor and wall assemblies separating dwelling units and separating
  dwelling units from common areas is provided. Buildings may be served with an NFPA 13D
  system if they meet <u>all</u> of the following criteria:
  - Two or fewer stories above grade
  - Less than 10,000 square feet
  - o Eight or fewer residential units
  - The floor level of the highest story is 30 feet (9144 mm) or less above the lowest level of fire department vehicle access.
  - The floor level of the lowest story is 30 feet (9144 mm) or less below the lowest level of fire department vehicle access.

## **Additional Exception (Group B Ground Floor):**

Group B occupancies located on the ground floor of buildings regulated under Section 903.3.1.4 shall not be required to install an automatic sprinkler system where:

- The Group B space does not require specialized suppression or ventilation under applicable code (e.g. no cooking, no flammable storage); and
- The Group B space is separated from residential units above or beside by fire-resistancerated construction of not less than 2 hours; and
- The Group B space has direct access to the exterior.

• Each Group B occupancy may not exceed 1,000 square feet.

### 2. Amendment to International Fire Code Section 907 (Fire Alarm and Detection Systems)

Revise 907.2.9.1 Group R-2 Occupancies to add exception:

## Exception:

- Smoke alarms shall be installed inside each dwelling unit in accordance with Section R310 of the IRC.
- In buildings served by an NFPA 13D sprinkler system and containing 8 or fewer dwelling units and no more than 2 stories above grade, a building-wide fire alarm system shall not be required, provided that manual pull stations connected to local audible and visual notification devices audible throughout common areas and in Group B areas, if applicable, are installed at all common building exit doors serving enclosed corridors or stairwells.
- Buildings containing more than 8 dwelling units or more than 2 stories above grade shall provide a manual fire alarm system unless the exceptions of 907.2.9 are met.



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 Nine Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars and Zero Cents (\$955,811) to purchase a rescue fireboat.

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

  Fire Services is the initiating party, at request of the City Council.
- 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 withered this will impact specific council districts or super districts.

  This will impact all council districts and super districts.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a new contract.

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

This resolution will require an expenditure of funds and a budget amendment.



A resolution to accept, allocate and appropriate Port Security Grant Program funds from the Department of Homeland Security Operations Safety in the amount of Nine Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars and Zero Cents (\$955,811) to purchase a rescue fireboat.

WHEREAS, The City of Memphis Division of Fire Services has been awarded grant fund in the amount of Nine Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars (\$955,811) from the Department of Homeland Security Operations Safety to be used to purchase a rescue fireboat and with a City match in the amount of Three Hundred Eighteen Thousand Six Hundred Four Dollars and Zero Cents (\$318,604); and

**WHEREAS**, These funds will be used to enhance MFD's emergency response capacity in maritime firefighting and search and rescue operations; and

WHEREAS, It is necessary to accept the grant funding and amend the FY26 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 Nine Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars and Zero Cents (\$955,811) 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 Nine Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars and Zero Cents (\$955,811) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY26 Misc. Grant Budget be and is hereby amended by allocation and appropriating the Expenditures and Revenues for the Port Security Grant Program as follows:

Revenue

**Federal Grants** 

\$955,811

**Expense** 

Equipment

\$955,811



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

A resolution to accept, allocate and appropriate Assistance to Firefighters Grant (AFG) Program funds from the Department of Homeland Security Operations Safety in the amount of Seventy-Six Thousand Nine Hundred Sixty Dollars and Thirty-Six Cents (\$76,960.36) to be used for the purchase of One Hundred Twenty (120) powered suction devices.

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

  Fire Services is the initiating party, at request of the City Council.
- 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 withered this will impact specific council districts or super districts.

  This will impact all council districts and super districts.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a new contract.

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

This resolution will require an expenditure of funds and a budget amendment.



## G162

A resolution to accept, allocate and appropriate Assistance to Firefighters Grant (AFG) Program funds from the Department of Homeland Security Operations Safety in the amount of Seventy-Six Thousand Nine Hundred Sixty Dollars and Thirty-Six Cents (\$76,960.36) to be used for the purchase of One Hundred Twenty (120) powered suction devices.

WHEREAS, The City of Memphis Division of Fire Services has been awarded grant fund in the amount of Seventy -Six Thousand Nine Hundred Sixty Dollars and Thirty-Six Cents (\$76,960.36) from the Department of Homeland Security Operations Safety for purchase of One Hundred Twenty (120) powered suction devices with a City match in the amount of Seven Thousand Six Hundred Ninety-Six Dollars and Four Cents (\$7,696.04); and

WHEREAS, These funds will be used for the purchase of One Hundred Twenty (120) powered suction devices; and

WHEREAS, It is necessary to accept the grant funding and amend the FY26 Misc. Grant Budget to establish funds for the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, It is necessary to appropriate the fund in the amount of Seventy- Six Thousand Nine Hundred Sixty Dollars and Thirty-six Cents (\$76,960.36) for Fire Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Assistance to Firefighters Grant (AFG) Program funds in the amount of Seventy-Six Thousand Nine Hundred Sixty Dollars and Thirty-Six Cents (\$76,960.36) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY26 Misc. Grant Budget be and is hereby amended by allocation and appropriating the Expenditures and Revenues for the Assistance to Firefighters Grant (AFG) Program as follows:

Revenue

**Federal Grants** 

\$76,960.36

**Expenses** 

Equipment

\$76,690.36



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

A Resolution to Approve Interagency Response Automatic Aid Agreement Between the Memphis Fire Department ("MFD") of City of Memphis and Valero Refinery Fire Department ("Valero")

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
  Fire Services is the initiating party, at request of the City Council.
- 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 withered this will impact specific council districts or super districts.

  This will impact council district 6 and super district 8.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.

Not applicable.

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

This resolution will not require an expenditure of funds or a budget amendment.



## **RESOLUTION - Fire Services**

A Resolution to Approve Interagency Response Automatic Aid Agreement Between the Memphis Fire Department ("MFD") of City of Memphis and Valero Refinery Fire Department ("Valero")

WHEREAS, Tennessee Code Annotated §§12-19-101 through 12-9-109 authorizes interlocal agreements between two or more public agencies; and

WHEREAS, the Parties desire to avail themselves of the authority conferred by these laws; and

WHEREAS, it is the best interest of the Parties to enter into this Agreement to provide aid as needed for protection of life and property involving Valero Refinery property located in Shelby County; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis the form, terms and provisions of the Agreement between the Memphis Fire Department ("MFD") of the City of Memphis and Valero Refinery Fire Department ("Valero") presented to this Council is hereby approved, and all terms and provisions thereof.

**BE IT FURTHER RESOLVED**, that the Council of the City of Memphis, hereby authorizes and approves the execution and delivery of the Agreement, and the Mayor of the City of Memphis, hereby presented to Council, with such changes, insertions or omissions as may be deemed reasonably necessary by persons executing the same, upon advice of counsel, to accomplish the purpose of the transaction contemplated therein and in this Resolution and shall be inconsistent with or contrary to such purposes; and

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon adoption by the Council of the City of Memphis.



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

A Resolution to Approve Interagency Response Automatic Aid Agreement Between the Memphis Fire Department ("MFD") of City of Memphis and Federal Express Rural/Metro Fire Department ("FedEx")

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
  Fire Services is the initiating party, at request of the City Council.
- 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 withered this will impact specific council districts or super districts.

  This will impact council district 3 and super district 8.
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.

Not applicable.

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

This resolution will not require an expenditure of funds or a budget amendment.



#### **RESOLUTION - Fire Services**

A Resolution to Approve Interagency Response Automatic Aid Agreement Between the Memphis Fire Department ("MFD") of City of Memphis and Federal Express Rural/Metro Fire Department ("FedEx")

WHEREAS, Tennessee Code Annotated §§12-19-101 through 12-9-109 authorizes interlocal agreements between two or more public agencies; and

WHEREAS, the Parties desire to avail themselves of the authority conferred by these laws; and

WHEREAS, it is the best interest of the Parties to enter into this Agreement to provide aid as needed for protection of life and property involving Federal Express properties located in Shelby County; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis, the form, terms and provisions of the Agreement between the Memphis Fire Department ("MFD") of the City of Memphis and Federal Express Rural/Metro Fire Department ("FedEx") presented to this Council is hereby approved, and all terms and provisions thereof.

**BE IT FURTHER RESOLVED**, that the Council of the City of Memphis, hereby authorizes and approves the execution and delivery of the Agreement, and the Mayor of the City of Memphis, hereby presented to Council, with such changes, insertions or omissions as may be deemed reasonably necessary by persons executing the same, upon advice of counsel, to accomplish the purpose of the transaction contemplated therein and in this Resolution and shall be inconsistent with or contrary to such purposes; and

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon adoption by the Council of the City of Memphis.

# RESOLUTION AMENDING THE TASK FORCE ON CITY EMPLOYEE COMPENSATION, AND DIRECTING THE PREPARATION OF A COMPENSATION REVIEW PACKAGE

**WHEREAS**, the City of Memphis depends upon a highly skilled workforce to deliver essential public services, and competitive, equitable compensation is critical to the recruitment and retention of that workforce; and

WHEREAS, the City Council desires to see equitable and fair compensation packages for City of Memphis employees, taking into consideration inflation, labor-market shifts, and evolving job duties, that allow full and part-time employees to earn a living wage enabling them not only to meet their basic needs but also to support their families, build economic security, and contribute fully to the vibrancy of the community;

WHEREAS, the Memphis City Charter vests the City Council ("Council") with the authority to establish budgets and appropriate funds for employee compensation; and

WHEREAS, ensuring City employees receive fair, market-competitive compensation promotes operational continuity, morale, and high-quality public service.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council, dedicated to maintaining a competitive, equitable, and fiscally responsible pay system for all City employees, establishes a Task Force on City Employee Compensation to evaluate current wages and benefits, engage key stakeholders, and deliver a data-driven Compensation Review Package with recommendations for Council consideration during the upcoming budget cycle.

Section 1. Creation of Task Force.

The Task Force on City Employee Compensation ("Task Force") is hereby created.

Section 2. Purpose.

The Task Force shall (a) conduct a comprehensive analysis of City employee compensation, including wages, salary structures, benefits, pay compression, and market competitiveness; and (b) develop recommendations to ensure compensation practices are equitable, financially sustainable, and aligned with the City's strategic goals.

Section 3. Membership.

The Task Force shall consist of (11) members appointed as follows:

**Appointing Authority** Number Representation

Council Chair 3 Councilmembers

Appointing Authority	Number Representation	
Mayor	1	Administration / HR
Council Chair	2	Represented/ Non-Represented Employee
Finance Director	1	Budget Office
Human Resources Director	1	Classification & Comp
Council Chair	1	Community Expert
Council Chair	1	Academic Expert - HR
Council Chair	1	Public Sector- HR

Members shall serve without additional compensation and may designate alternates.

#### Section 4. Organization and Meetings.

The Task Force shall elect a Chair and Vice-Chair at its first meeting, adopt rules for procedure consistent with the Tennessee Open Meetings Act, and meet at least monthly until completion of its duties.

#### Section 5. Deliverables.

- 1. **Compensation Review Package.** No later than the first meeting of March 2026, the Task Force shall submit to the Council a package consisting of:
  - o (a) Executive Summary—key findings and high-level recommendations;
  - o (b) *Market-Rate Analysis*—salary survey data for benchmark positions versus peer cities/counties;
  - o (c) *Internal Equity Analysis*—review of pay compression, demographic pay gaps, and progression pathways;
  - o (d) *Benefits Valuation*—comparative cost/value analysis of health, retirement, and paid-leave programs;
  - (e) Fiscal Impact Statement—projected first-year and five-year costs of recommended changes, including funding options;
  - o (f) Implementation Plan—phasing, timelines, and policy updates required.

Sponsor:	Chair:

Janika White J. Ford Canale