



RESOLUTION approving the engineering plans entitled:  
**Memphis Union Mission Phase 2A (SUP 11-220)**

WHEREAS, **Memphis Union Mission**, the Developer of certain property within the present limits of Memphis and located at 383 Poplar Avenue, in the City of Memphis, Tennessee  
and

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

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Memphis Union Mission Phase 2A (SUP 11-220)** and the City of Memphis covering the public improvements as a part of developing the property;  
and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Memphis Union Mission Phase 2A (SUP 11-220)** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the **Travelers Casualty and Surety Company Performance Bond No.107511589** in the amount of **\$49,500.00**

CR-5388



RESOLUTION approving the engineering plans entitled:  
**Frank Cazassa Subdivision, Part of Lot 4 (Resubmittal)**

WHEREAS, **RAN Management**, the Developer of certain property within the present limits of Memphis and located at 1849 East Brooks Road, in the City of Memphis, Tennessee

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Frank Cazassa Subdivision, Part of Lot 4 (Re-submittal)** and the City of Memphis covering the public improvements as a part of developing the property;

and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Frank Cazassa Subdivision, Part of Lot 4 (Re-submittal)** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the **Renasant Bank Letter of Credit No.4209** in the amount of **\$79,500.00**

CR-5388



RESOLUTION accepting public improvements for  
CR-5376 **Amazon Delivery Center - DNA-4 (3140 Victory Ridge  
Cove) Traffic Signal** and authorizing release of the bond

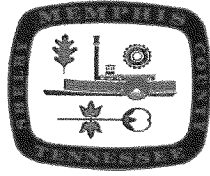
WHEREAS, **Seefried Properties**, the Developer has completed the public improvement with the City of Memphis, located at the west end of Victory Cove within the present limits of Memphis, Tennessee, as reflected on the engineering plans and entitled **Amazon Delivery Center - DNA-4 (3140 Victory Ridge Cove) Traffic Signal (CR-5376)**

and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Amazon Delivery Center - DNA-4 (3140 Victory Ridge Cove) Traffic Signal [CR-5376]** and the completion of the public improvements therein, be and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the **Western Surety Company** Performance Bond No. **30121209** in the amount of **\$68,800.00** held as security is ordered released.



## Memphis City Council Summary Sheet

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

Resolution to accept in-kind donation of volleyball poles and sand for Tobey Park from 901Volleyball.

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

Park Services

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

N/A.

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

District 5, Super District 9.

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

N/A

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

Does not require expenditure.

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

N/A.



***Resolution accepting in-kind donation in value of seven thousand four hundred and fifty dollars (\$7,450.00) from 901Volleyball for support of volleyball courts at Tobey Park. [District 5, Super District 9].***

**WHEREAS**, 901Volleyball is a local nonprofit sporting association which supports volleyball community in the Memphis region; and

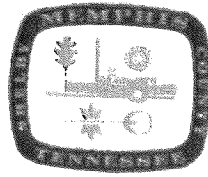
**WHEREAS**, the City of Memphis, through its Division of Park Services, has limited volleyball courts to support community volleyball play; and

**WHEREAS**, 901Volleyball is providing an in-kind donation of volleyball poles and sand to increase volleyball court capacity at Tobey Park in 2021; and

**WHEREAS**, the Park Services Division wishes to accept this in-kind donation in value of seven thousand four hundred and fifty dollars (\$7,450); and

**WHEREAS**, it is necessary to accept this in-kind donation and allow for the use of donated volleyball poles and sand at Tobey Park; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the in-kind donation valued at seven thousand four hundred and fifty dollars (\$7,450) from 901Volleyball be accepted.



## Memphis City Council Summary Sheet

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

A resolution to accept, allocate, and appropriate Bucket Brigade Grant funds from Georgia Pacific in the amount of Five Thousand Dollars (\$5,000) to be used for the purchase of extrication suits and safety boots.

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

Fire Services is the initiating party.

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

This is the original resolution to accept the grant funding.

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

This will impact all council and super districts.

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

This is a new grant award pending Council approval.

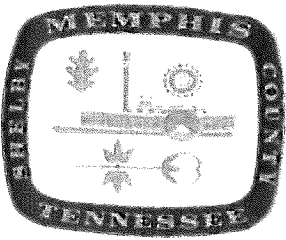
**6. State whether this requires an expenditure of funds/requires a budget amendment**

Acceptance will require an amendment to the FY22 Misc Grant Budget to appropriate funds in the amount of \$5,000.

↳ Fund 0205

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

N/A



**A resolution to accept, allocate, and appropriate Bucket Brigade Grant funds from Georgia Pacific in the amount of Five Thousand Dollars (\$5,000) to be used for the purchase of extrication suits and safety boots.**

**WHEREAS**, The City of Memphis Division of Fire Services has been awarded grant funds in the amount of Five Thousand Dollars (\$5,000) from Georgia Pacific; and

**WHEREAS**, These funds will be used for the purchase of extrication suits and safety boots; and

**WHEREAS**, It is necessary to accept the grant funding and amend the FY22 Misc. Grant Budget to establish funds for the Georgia Pacific Grant; and

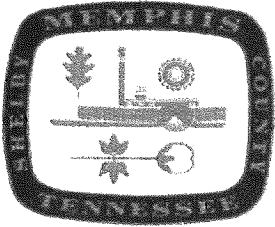
**WHEREAS**, It is necessary to allocate and appropriate Five Thousand Dollars (\$5,000) from Georgia Pacific.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Georgia Pacific grant funds in the amount of Five Thousand Dollars (\$5,000) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY22 Misc. Grant Budget be and is hereby amended by allocating and appropriating the Expenditures and Revenues for the Georgia Pacific grant as follows:

|                  |         |
|------------------|---------|
| Revenue          |         |
| Other Grants     | \$5,000 |
| Expenses         |         |
| Safety Equipment | \$5,000 |

*Fund 205*



**A resolution to accept reimbursement funding in the amount of Fourteen Thousand Eight Hundred Dollars and 22/100 (\$14,800.22) from the US Department of Homeland Security for Tropical Cyclone IDA.**

**WHEREAS**, City of Memphis Fire services has submitted for reimbursement funds in the amount of Fourteen Thousand Eight Hundred Dollars and 22/100 (\$14,800.22) from the US Department of Homeland Security- FEMA; and

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

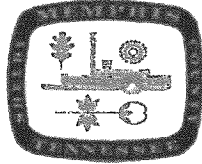
**WHEREAS**, It is necessary to appropriate the fund in the amount of Fourteen Thousand Eight Hundred Dollars and 22/100 (\$14,800.22) for the Urban Search and Rescue reimbursement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search and Rescue reimbursement funds in the amount of Fourteen Thousand Eight Hundred Dollars and 22/100 (\$14,800.22) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search and Rescue reimbursement funds in the amount of Fourteen Thousand Eight Hundred Dollars and 22/100 (\$14,800.22) as follows:

|                             |                    |
|-----------------------------|--------------------|
| <b>Revenue</b>              |                    |
| <b>FEMA Reimbursements</b>  | <b>\$14,800.22</b> |
| <b>Expenses</b>             |                    |
| <b>Overtime</b>             | <b>\$534.76</b>    |
| <b>Misc. Prof. Services</b> | <b>\$14,265.46</b> |





## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate reimbursement from FEMA for expenses incurred due to Tropical Cyclone Ida Deployment in the amount of Fourteen Thousand Eight Hundred Dollars and Twenty-Two Cents (\$14,800.2

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

Fire Services is the initiating party.

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

This is the original resolution to accept the funds.

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

This will impact all council and super districts.

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

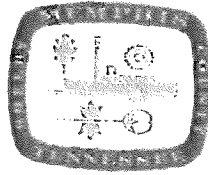
This will not require a new contract or amendment to an existing contract.

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

Acceptance will require an amendment to the FY22 Operating Fund to appropriate and spend funds in the amount of \$14,800.22.

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

N/A



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate a donation from PDI 2 Nice-Pak Park in the amount of One-Thousand Dollars (\$1,000) to be used for EMS medical supplies.

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

Fire Services is the initiating party.

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

N/A

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

All Districts and Super Districts

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

This does not require a new contract or amendment

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

This requires a budget adjustment and expenditure of funds.

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

There is no MWBE goal.



**A resolution to accept and appropriate a donation in the amount of One-Thousand Dollars (\$1,000) from PDI 2 Nice-Pak Park for EMS Medical Supplies.**

**WHEREAS**, The City of Memphis Division of Fire Services has been awarded a donation in the amount of One-Thousand Dollars (\$1,000) from PDI 2 Nice-Pak Park; and

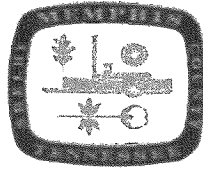
**WHEREAS**, These funds will be used for EMS medical supplies; and

**WHEREAS**, It is necessary to accept the donation and amend the Fiscal Year 2022 Operating Budget; and

**WHEREAS**, It is necessary to appropriate funds in the amount of One Thousand Dollars (\$1,000) for EMS medical supplies; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the donation of One-Thousand Dollars (\$1,000) from PDI 2 Nice-Pak Park be accepted and appropriated by the City of Memphis as follows;

|                         |                |
|-------------------------|----------------|
| <b>Revenue</b>          |                |
| <b>Donated Revenue</b>  | <b>\$1,000</b> |
| <b>Expenses</b>         |                |
| <b>Medical supplies</b> | <b>\$1,000</b> |



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force 1 Readiness Cooperative Agreement in the amount of \$1,238,878.

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

Fire Services is the initiating party.

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

There is no change to an existing ordinance or resolution.

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

This will impact all council and super districts.

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

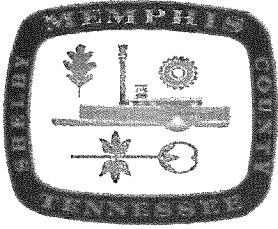
This will not require a new contract or an amendment to an existing contract.

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

This requires a budget adjustment and expenditure of grant funds.

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

N/A



**A resolution to accept grant funding in the amount of One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-Eight Dollars (\$1,238,878) from the US Department of Homeland Security .**

**WHEREAS,** The City of Memphis Division of Fire Services has received grant funds in the amount of One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-Eight Dollars (\$1,238,878) from the US Department of Homeland Security - FEMA; and

**WHEREAS,** These funds will be used for annual sustainment of Tennessee Task Force 1; and

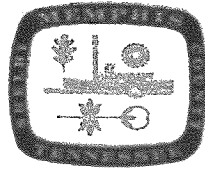
**WHEREAS,** It is necessary to accept the grant funding and amend the Fiscal Year 2022 Misc Grant Fund 0205 budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS,** It is necessary to appropriate the grant fund in the amount of One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-Eight Dollars (\$1,238,878) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue grant funds in the amount of One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-Eight Dollars (\$1,238,878) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED,** that the Fiscal Year 2022 Misc Grant Fund 0205 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue grant in the amount of One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seventy-Eight Dollars (\$1,238,878) as follows:

|                       |                    |
|-----------------------|--------------------|
| <b>Revenue</b>        |                    |
| <b>Federal Grants</b> | <b>\$1,238,878</b> |
| <b>Expenses</b>       |                    |
| <b>Administration</b> | <b>\$ 637,404</b>  |
| <b>Training</b>       | <b>\$ 136,850</b>  |
| <b>Equipment</b>      | <b>\$ 225,478</b>  |
| <b>Storage</b>        | <b>\$ 239,146</b>  |



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate supplemental grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force 1 Readiness Cooperative Agreement in the amount of \$47,918 for equipment.

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

Fire Services is the initiating party.

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

The original resolution to accept the grant funding passed Council on 9-15-21 in the amount of \$1,180,631

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

This will impact all council and super districts.

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

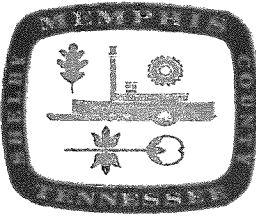
This will not require a new contract or an amendment to an existing contract.

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

This requires a budget adjustment and expenditure of grant funds.

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

N/A



**A resolution to accept supplemental grant funding in the amount of Forty-Seven Thousand Nine Hundred Eighteen Dollars (\$47,918) from the US Department of Homeland Security for the annual sustainment of TN Task Force 1.**

**WHEREAS**, the City of Memphis Division of Fire Services has received supplemental grant funds in the amount of Forty-Seven Thousand Nine Hundred Eighteen Dollars (\$47,918) from the US Department of Homeland Security - FEMA; and

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

**WHEREAS**, it is necessary to accept the supplemental grant funding and amend the Fiscal Year 2022 Misc Grant Budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, it is necessary to appropriate the supplemental grant funds in the amount of Forty-Seven Thousand Nine Hundred Eighteen Dollars (\$47,918) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue Grant supplemental funds in the amount of Forty-Seven Thousand Nine Hundred Eighteen Dollars (\$47,918) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 Misc Grant Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue Grant supplemental funds in the amount of Forty-Seven Thousand Nine Hundred Eighteen Dollars (\$47,918) as follows:

|                |          |
|----------------|----------|
| <u>Revenue</u> |          |
| FEMA           | \$47,918 |
| <u>Expense</u> |          |
| Equipment      | \$47,918 |

## Memphis City Council Summary Sheet for MLGW Items

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

Resolution approving Change No. 12 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI), in the funded amount of \$250,000.00. (This change is to extend the current contract for an additional two-year term for the period covering January 1, 2022 through December 31, 2023. In addition, this change is to expand the current scope to add optional presentment, analysis, and notifications for water meter interval data now that smart water meters are deployed.)

### 2. **Additional Information**

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



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 12 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to change and extend the current contract in the funded amount of \$250,000.00.

The project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost. This change is to extend the current contract for an additional two (2) year term for the period covering January 1, 2022 through December 31, 2023 in the estimated funded amount of \$250,000.00. In addition, this change is to expand the current scope to add optional presentment, analysis, and notifications for water meter interval data now that smart meters are deployed. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service. This sole source change and extension complies with all applicable laws and policies. The new contract value is \$1,023,750.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 12 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to change and extend the current contract in the funded amount of \$250,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

 Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 12 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to change and extend the current contract in the funded amount of \$250,000.00, and is now recommending to the Council of the City of Memphis that it approves said change and extension as approved; and

WHEREAS, the project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost. This change is to extend the current contract for an additional two (2) year term for the period covering January 1, 2022 through December 31, 2023 in the estimated funded amount of \$250,000.00. In addition, this change is to expand the current scope to add optional presentment, analysis, and notifications for water meter interval data now that smart meters are deployed. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service. This sole source change and extension complies with all applicable laws and policies. The new contract value is \$1,023,750.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 12 to Contract No. 11070, Utility Meter Data Application with Automated Energy, Incorporated (AEI) to change and extend the current contract in the funded amount of \$250,000.00.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 6 to Contract No. 10813, Hewlett Packard Combined Support Agreement, with Hewlett Packard, Incorporated, in the funded amount of \$1,509,236.72. (This change is to renew annual software maintenance, licenses, and support services for the period December 1, 2021 through November 30, 2026. Maintenance and support of this Hewlett-Packard hardware and software can only be provided by Hewlett Packard.)

### 2. Additional Information

The project scope is to provide 24 hours, seven days a week support and maintenance services (both on-site and by telephone) for all of the Hewlett-Packard computing hardware for 19 servers, two disk storage arrays, one tape storage array, and the operating environment software. The servers host VMware which supports Mobile Dispatch, Inspire, Facility Information System / Geographical Information System, Interactive Voice Response, Smart Meter, G drive, H drive and printing. The storage arrays support these servers as well as Customer Information System.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 6 to Contract No. 10813, Hewlett Packard Combined Support Agreement with Hewlett Packard, Incorporated to renew the current contract in the funded amount of \$1,509,236.72.

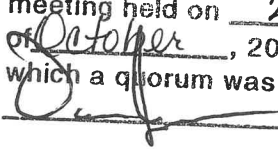
The original project scope is to provide 24 hours, seven (7) days a week support and maintenance services (both on-site and by telephone) for all of the Hewlett-Packard computing hardware for 19 servers, two (2) disk storage arrays, one (1) tape storage array, and the operating environment software. The servers host VMware (virtual network and security platform that provides additional security and monitoring capabilities while online) which supports Mobile Dispatch, Inspire, Facility Information System (FIS)/ Geographical Information System (GIS), Interactive Voice Response (IVR), Smart Meter, G drive, H drive and printing. The storage arrays support these servers as well as Customer Information System (CIS). All of these systems utilize the Hewlett-Packard hardware. This change is to renew annual software maintenance, licenses, and support services for the period covering December 1, 2021 through November 30, 2026 in the funded amount of \$1,509,236.72. MLGW is requesting continuous maintenance and support of this hardware and software, which can only be provided by Hewlett Packard. This single source renewal complies with all applicable laws and policies. The new contract value is \$10,211,690.26.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 6 to Contract No. 10813, Hewlett Packard Combined Support Agreement with Hewlett Packard, Incorporated to renew the current contract in the estimated funded amount of \$1,509,236.72, 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 accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-special meeting held on 20th day of October, 2021, at which a quorum was present.

 Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 6 to Contract No. 10813, Hewlett Packard Combined Support Agreement with Hewlett Packard, Incorporated to renew the current contract in the funded amount of \$1,509,236.72, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the original project scope is to provide 24 hours, seven (7) days a week support and maintenance services (both on-site and by telephone) for all of the Hewlett-Packard computing hardware for 19 servers, two (2) disk storage arrays, one (1) tape storage array, and the operating environment software. The servers host VMware (virtual network and security platform that provides additional security and monitoring capabilities while online) which supports Mobile Dispatch, Inspire, Facility Information System (FIS)/ Geographical Information System (GIS), Interactive Voice Response (IVR), Smart Meter, G drive, H drive and printing. The storage arrays support these servers as well as Customer Information System (CIS). All of these systems utilize the Hewlett-Packard hardware. This change is to renew annual software maintenance, licenses, and support services for the period covering December 1, 2021 through November 30, 2026 in the funded amount of \$1,509,236.72. MLGW is requesting continuous maintenance and support of this hardware and software, which can only be provided by Hewlett Packard. This single source renewal complies with all applicable laws and policies. The new contract value is \$10,211,690.26; and



NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 6 to Contract No. 10813, Hewlett Packard Combined Support Agreement, with Hewlett Packard, Incorporated to renew the current contract in the funded amount of \$1,509,236.72 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12333, High Speed Color Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated, in the funded amount of \$147,513.60. (This change is to renew purchase order 7003484 under Contract No. 12333 for an additional two-year term for the period covering December 6, 2021 through December 5, 2023.)

### 2. Additional Information

The project scope is to provide high speed color production digital printing press and service maintenance to MLGW's Communications Production and Distribution area.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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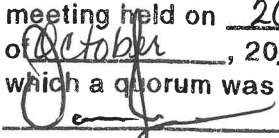
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12333 (*Formerly Purchasing PO# 7003484*), High Speed Color Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7003484 under Contract No. 12333 in the funded amount of \$147,513.60.

The project scope is to provide high speed color production digital printing press and service maintenance to MLGW's Communications Production and Distribution area which is located at 220 South Main Street/M-Level, Memphis, TN 38103. This change is to renew purchase order 7003484 under Contract No. 12333 for an additional two (2) year term for the period covering December 6, 2021 through December 5, 2023 in the amount of \$147,513.60. The renewal will include the equipment, service, and supplies for 100,000 color printed pages per month. In the unlikely event that the base allowance is exceeded, there is no change to the existing overage rate. This renewal complies with all applicable laws and policies. The new contract value is \$504,134.85.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No 12333 (*Formerly Purchasing PO# 7003484*), High Speed Color Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7003484 under Contract No. 12333 in the funded amount of \$147,513.60, 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 accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.  
  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 12333 (*Formerly Purchasing PO# 7003484*), High Speed Color Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7003484 under Contract No. 12333 in the funded amount of \$147,513.60, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide high speed color production digital printing press and service maintenance to MLGW's Communications Production and Distribution area which is located at 220 South Main Street/M-Level, Memphis, TN 38103. This change is to renew purchase order 7003484 under Contract No. 12333 for an additional two (2) year term for the period covering December 6, 2021 through December 5, 2023 in the amount of \$147,513.60. The renewal will include the equipment, service, and supplies for 100,000 color printed pages per month. In the unlikely event that the base allowance is exceeded, there is no change to the existing overage rate. This renewal complies with all applicable laws and policies. The new contract value is \$504,134.85; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 of existing equipment under Contract No. 12333 (*Formerly Purchasing PO# 7003484*), High Speed Color Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7003484 under Contract No. 12333 in the funded amount of \$147,513.60 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12334, High Speed Black and White Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated, in the funded amount of \$260,137.92. (This change is to renew purchase order 7014995 under Contract No. 12334 for an additional two-year term for the period covering December 18, 2021 through December 17, 2023.)

### 2. Additional Information

The project scope is to provide two high speed black and white production digital printing presses and service maintenance to MLGW's Communications Production and Distribution area.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12334 (*Formerly Purchasing PO# 7014995*), High Speed Black and White Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7014995 under Contract No. 12334 in the funded amount of \$260,137.92.

The project scope is to provide two (2) high speed black and white production digital printing presses and service maintenance to MLGW's Communications Production and Distribution area which is located at 220 South Main Street/M-Level, Memphis, TN 38103. This change is to renew purchase order 7014995 under Contract No. 12334 for an additional two (2) year term for the period covering December 18, 2021 through December 17, 2023 in the amount of \$260,137.92. This renewal would include the equipment, service, and supplies for 1.3 million printed pages per month, which aligns closely with the current usage. Due to the age of one of the digital printing presses, Konica Minolta Business Solutions USA, Incorporated reserves the right to exchange the oldest unit with a newer model at no additional charge to MLGW. In the unlikely event that the base allowance is exceeded, there is no change to the existing overage rate. This renewal complies with all applicable laws and policies. The new contract value is \$526,570.56.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No 12334 (*Formerly Purchasing PO# 7014995*), High Speed Black and White Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7014995 under Contract No. 12334 in the funded amount of \$260,137.92, 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 accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 10<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 12334 (*Formerly Purchasing PO# 7014995*), High Speed Black and White Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order 7014995 under Contract No. 12334 in the funded amount of \$260,137.92, 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 two (2) high speed black and white production digital printing presses and service maintenance to MLGW's Communications Production and Distribution area which is located at 220 South Main Street/M-Level, Memphis, TN 38103. This change is to renew purchase order 7014995 under Contract No. 12334 for an additional two (2) year term for the period covering December 18, 2021 through December 17, 2023 in the amount of \$260,137.92. This renewal would include the equipment, service, and supplies for 1.3 million printed pages per month, which aligns closely with the current usage. Due to the age of one of the digital printing presses, Konica Minolta Business Solutions USA, Incorporated reserves the right to exchange the oldest unit with a newer model at no additional charge to MLGW. In the unlikely event that the base allowance is exceeded, there is no change to the existing overage rate. This renewal complies with all applicable laws and policies. The new contract value is \$526,570.56; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12334 (*Formerly Purchasing PO# 7014995*), High Speed Black and White Production Digital Printing Press with Konica Minolta Business Solutions USA, Incorporated to renew purchase order under Contract No. 12334 in the funded amount of \$260,137.92 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution awarding a twenty-four-month purchase order to Three Point Graphics, Inc., for the purchase of utility bill paper in the estimated amount of \$239,493.88.

### 2. Additional Information

The paper will be used to supply customers with a monthly utility bill statement of their monthly usage and balance due as well as a list of third-party fees for City of Memphis services which are billed by MLGW.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a twenty-four (24) month purchase order to Three Point Graphics, Inc. in the estimated amount of \$239,493.88 for the purchase of utility bill paper.

A twenty-four (24) month blanket purchase order will be issued for pre-printed utility bill paper. The paper will be used to supply customers with a monthly utility bill statement of their monthly usage and balance due as well as a list of third-party fees for City of Memphis services which are billed by MLGW.

A bid was opened on August 25, 2021. Notice to Bidders was advertised. Six (6) bids were solicited, and one (1) bid was received from the firm of Three Point Graphics, Inc. This bid complies with all applicable laws and policies.

The 2021 budgeted amount for Communication Production and Distribution is \$341,960.00; the amount spent to date is \$276,721.22; leaving a balance available of \$65,238.78 to be spent in 2021; of which \$9,672.32 will be spent on this purchase order in 2021; leaving a balance of \$55,566.46 available after award; the remaining balance of \$229,821.56 to be spent from subsequent budget years 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, award of a twenty-four (24) month purchase order to Three Point Graphics, Inc. is approved for furnishing:

5,712,000 – sheets (approximately), 8 ½” x 11”, 24 lb., white premium 92 brightness, 91 Opacity, Grain Long paper utility bill paper, furnished in accordance with MLGW Specification dated July 12, 2021, Page one (1).

5,712,000 – sheets (approximately), 8 ½” x 11”, 24 lb., white premium 92 brightness, 91 Opacity, Grain Long paper utility bill paper, furnished in accordance with MLGW Specification dated July 12, 2021, Page one (1) year two.

50,000 – Page one (1) overage sheets at end of contract period for utility bill paper.

2 – Artwork change.

The total award for twenty-four (24) months is an estimated amount of \$239,493.88; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; terms net 30 days; delivery in accordance with delivery schedule listed in MLGW Specifications dated July 12, 2021.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved the purchase of a twenty-four (24) month purchase order for utility bill paper and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget and subsequent budget years as approved; and

**WHEREAS**, a twenty-four (24) month blanket purchase order will be issued for pre-printed utility bill paper. The paper will be used to supply customers with a monthly utility bill statement of their monthly usage and balance due as well as a list of third-party fees for City of Memphis services which are billed by MLGW; and

**WHEREAS**, a bid was opened on August 25, 2021. Notice to Bidders was advertised. Six (6) bids were solicited, and one (1) bid was received from the firm of Three Point Graphics, Inc. This bid complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a twenty-four (24) month purchase order for utility bill paper

from Three Point Graphics, Inc. in the estimated amount of \$9,672.32 chargeable to the MLGW 2021 fiscal year budget and the balance of \$228,746.56 chargeable to subsequent budget years as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 4 to Contract No. 11945, Weld Testing and Inspection Services with AIT, LLC in the funded not-to-exceed amount of \$15,000.00. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022, with no increase in rates from the previous year.)

### 2. Additional Information

The project scope is to conduct weld testing, inspections, equipment testing/calibration and qualification procedures to ensure MLGW is in accordance with the required federal and state welding regulations.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 11945, Weld Testing and Inspection Services with AIT, LLC to renew the current contract in the funded not-to-exceed amount of \$15,000.00.

The project scope is to conduct weld testing, inspections, equipment testing/calibration and qualification procedures to ensure MLGW is in accordance with the required federal and state welding regulations. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded not-to-exceed amount \$15,000.00. This renewal complies with all applicable laws and policies. The new contract value is \$92,625.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 4 to Contract No. 11945, Weld Testing and Inspection Services with AIT Inspection Services to renew the current contract in the funded not-to-exceed amount of \$15,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 4 to Contract No. 11945, Weld Testing and Inspection Services with AIT, LLC to renew the current contract in the funded not-to-exceed amount of \$15,000.00, 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 conduct weld testing, inspections, equipment testing/calibration and qualification procedures to ensure MLGW is in accordance with the required federal and state welding regulations. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the funded not-to-exceed amount of \$15,000.00, with no increase in rates from the previous year. This renewal complies will all applicable laws and policies. The new contract value is \$92,625.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 11945, Weld Testing and Inspection Services with AIT, LLC to renew the current contract in the funded not-to-exceed amount of \$15,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 4 to Contract No. 11976, Large Directional Drilling with Alliance Utilities, Incorporated in the estimated funded amount of \$1,900,000.00. (This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the amount of \$2,877,880.00, of which \$1,773,286.00 will be absorbed in the current contract value, based on estimated quantities, with no increase in rates from the previous year. In addition, MLGW is requesting contingency funds in the amount of \$795,406.00 for any unplanned emergencies that could occur involving MLGW Division Gas Transmission/Distribution Systems, Electrical Grids and Water Distribution lines.)

### 2. Additional Information

The project scope is to perform large diameter directional boring services on an as-needed basis on the natural gas system throughout Memphis and Shelby County.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 4 to Contract No. 11976, Large Directional Drilling with Alliance Utilities, Incorporated to renew the current contract in the estimated funded amount of \$1,900,000.00.

The project scope is to perform large diameter directional boring services on an as-needed basis on the natural gas system throughout Memphis and Shelby County. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the amount of \$2,877,880.00; of which \$1,773,286.00 will be absorbed in the current contract value, based on estimated quantities, with no increase in rates from the previous year. In addition, MLGW is requesting contingency funds in the amount of \$795,406.00 for any unplanned emergencies that could occur involving: MLGW Division Gas Transmission/Distribution Systems, Electrical Grids and Water Distribution lines. The total funded amount requested is \$1,900,000.00. This renewal complies with all applicable laws and policies. The new contract value is \$6,512,360.00.

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

THAT, Subject to consent and approval of the Council of the City of Memphis, the approval of Change No. 4 to Contract No. 11976, Large Directional Drilling with Alliance Utilities, Incorporated to renew the current contract in the estimated funded amount of \$1,900,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting October 20, 2021 approved Change No. 4 to Contract No. 11976, Large Directional Drilling with Alliance Utilities, Incorporated to renew the current contract in the estimated funded amount of \$1,900,000.00, 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 perform large diameter directional boring services on an as-needed basis on the natural gas system throughout Memphis and Shelby County. This change is to renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2022 through December 31, 2022 in the amount of \$2,877,880.00; of which \$1,773,286.00 will be absorbed in the current contract value, based on estimated quantities, with no increase in rates from the previous year. In addition, MLGW is requesting contingency funds in the amount of \$795,406.00 for any unplanned emergencies that could occur involving: MLGW Division Gas Transmission/Distribution Systems, Electrical Grids and Water Distribution lines. The total funded amount requested is \$1,900,000.00. This renewal complies with all applicable laws and policies. The new contract value is \$6,512,360.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 4 to Contract No. 11976, Large Directional Drilling with Alliance Utilities, Incorporated to renew the current contract in the estimated funded amount of \$1,900,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution awarding a purchase order to Brighter Days and Nites, Inc., for branch feeder monitor metering equipment in the amount of \$129,751.30.

### 2. Additional Information

The equipment is used for local metering, Supervisory Control and Data Acquisition (SCADA) metering, fault recording of distribution circuits and feeder lockout indication for distribution automation. This equipment is replacing outdated equipment that has reached the product life cycle.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Brighter Days and Nites, Inc. in the amount of \$129,751.30 for branch feeder monitor metering equipment.

The branch feeder monitor metering equipment is used in MLGW's Substations No. 28, 41, 42, 44, 45 and 46. The equipment is used for local metering, Supervisory Control and Data Acquisition (SCADA) metering, fault recording of distribution circuits and feeder lockout indication for distribution automation. This equipment is needed to replace outdated equipment that has reached the product life cycle.

Bids were opened on August 25, 2021. Notice to Bidders was advertised. Eleven (11) bids were solicited and four (4) bids were received with the lowest and best complying bidder being the firm of Brighter Days and Nites, Inc. This award complies with all applicable laws and policies.

The 2021 budgeted amount for Electric Substation is \$12,794,000.00; of which \$129,751.30 will be requested for carry over to the 2022 budget due to the delivery time of this equipment; leaving a balance of \$12,664,248.70 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of contract to Brighter Days and Nites, Inc. is approved for furnishing:



8 - SATEC Branch feeder monitor unit.

9 - SATEC eight circuit branch feeder monitor unit.

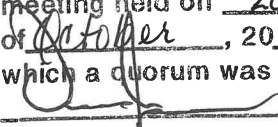
237 - SATEC 100A split core HAC sensor.

17 - SATEC remote graphical display.

6 - SATEC 8-part ethernet POE.

Totaling \$129,751.30; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said prices being firm; 6 - 8 weeks; terms net 15 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved the purchase of branch feeder monitor metering equipment and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2021 fiscal year budget; and

**WHEREAS**, the branch feeder monitor metering equipment is used in MLGW's Substations No. 28, 41, 42, 44, 45 and 46. The equipment is used for local metering, Supervisory Control and Data Acquisition (SCADA) metering, fault recording of distribution circuits and feeder lockout indication for distribution automation. This equipment is needed to replace outdated equipment that has reached the product life cycle; and

**WHEREAS**, bids were opened on August 25, 2021. Notice to Bidders was advertised. Eleven (11) bids were solicited and four (4) bids were received with the lowest and best complying bidder being the firm of Brighter Days and Nites, Inc. 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 branch feeder monitor metering equipment from Brighter Days & Nites, Inc. for the sum of \$129,751.30, due to the delivery time funds for this equipment will be requested for carry over to the 2022 budget.

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

**1. Description of the Item**

Resolution awarding a purchase order to Electrical Power Products for a duplex switchboard, in the amount of \$278,955.00.

**2. Additional Information**

The duplex switchboard will be used at new facilities for remote metering, relaying, indication and control of the 161kV and 23kV transmission circuits at MLGW's Quinn Road Substation No. 83.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Electrical Power Products in the amount of \$278,955.00 for a duplex switchboard.

The duplex switchboard will be used at new facilities for remote metering, relaying, indication and control of the 161kV and 23kV transmission circuits at MLGW's Quinn Road Substation No. 83.

Bids were opened on July 28, 2021. Notice to Bidders was advertised. Eight (8) bids were solicited, and three (3) bids were received with the lowest and best complying bidder being the firm of Electrical Power Products. This award complies with all applicable laws and policies.

Contingent upon approval the 2022 budgeted amount for Electric Substation is \$19,781,748.00; of which \$278,955.00 will be spent on this purchase order in 2022; leaving a balance available of \$19,502,793.00 after award, and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of a contract to Electrical Power Products is approved for furnishing:

1 –Duplex switch board for the control of 161 kV and 23kV circuits at Quinn Road Substation No. 83 in accordance with Division Data Sheet “A” and Specification No. 060121 dated June 7, 2021.

Total award amounts to \$278,955.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 17-18 weeks after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20th day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved the purchase of a duplex switchboard and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the MLGW 2022 fiscal year budget contingent upon approval; and

**WHEREAS**, the duplex switchboard will be used at new facilities for remote metering, relaying, indication and control of the 161kV and 23kV transmission circuits at MLGW's Quinn Road Substation No. 83; and

**WHEREAS**, bids were opened on July 28, 2021. Notice to bidders was advertised. Eight (8) bids were solicited, and three (3) bids were received with the lowest and best complying bidder being the firm of Electrical Power Products. 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 a duplex switchboard from Electrical Power Products in the amount of \$278,955.00 chargeable to the 2022 fiscal year budget contingent upon approval.

## Memphis City Council Summary Sheet for MLGW Items

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

Resolution approving the ratification of Purchase Order Number 7022357 to add additional funds in the amount of \$35,268.85 to Elgin Power Solutions for a mobile substation system.

### 2. **Additional Information**

The mobile substation system is used as a power source during construction and crisis events.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of Purchase Order Number 7022357 to Elgin Power Solutions for a mobile substation system.

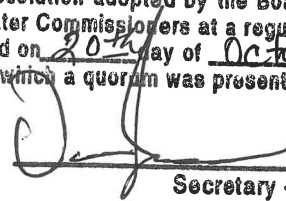
On September 2, 2020, the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of a mobile substation system in the amount of \$3,054,805.00. The mobile substation system is used as a power source during construction and crisis events. Additional funds in the amount of \$35,268.85 are requested. The additional payment arises from the steep rise in the cost of the mobile power transformer that will be incorporated into the second of four trailers comprising this mobile system. The basic commodities of mild steel plate, copper, super oriented silicone core steel, insulation and mineral oil have risen sharply in cost during the past few months due to Covid-19. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

The 2021 budgeted amount for Electric Substation is \$27,300,703.00; the amount spent to date is \$22,369,551.56; leaving a balance available of \$4,931,151.44 to be spent in 2021; of which \$35,268.85 will be spent on this purchase order in 2021; leaving a balance of \$4,895,882.59 after award; and

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

THAT, it approves the ratification of Purchase Order Number 7022357 to Elgin Power Solutions for a mobile substation system as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.



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Secretary - Treasurer

## RESOLUTION

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved ratification after the fact of Purchase Order Number 7022357 for a mobile substation system and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2021 fiscal year budget; and

**WHEREAS**, on September 2, 2020, the Board of Light, Gas and Water Commissioners approved a purchase order for the purchase of a mobile substation system in the amount of \$3,054,805.00. The mobile substation system is used as a power source during construction and crisis events. Additional funds in the amount of \$35,268.85 are requested. The additional payment arises from the steep rise in the cost of the mobile power transformer that will be incorporated into the second of four trailers comprising this mobile system. The basic commodities of mild steel plate, copper, super oriented silicone core steel, insulation and mineral oil have risen sharply in cost during the past few months due to Covid-19. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved ratification after the fact of Purchase Order Number 7022357 to Elgin Power Solutions in the amount of \$35,268.85 chargeable to the MLGW 2021 fiscal year budget.

## Memphis City Council Summary Sheet for MLGW Items

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

Resolution approving Change No. 1 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC, in the funded amount of \$100,000.00. (This change is to renew the current contract for the first of four annual renewal terms for the period covering December 30, 2021 through December 29, 2022 in the funded amount of \$100,000.00, based on agreed upon rates.)

### 2. **Additional Information**

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$100,000.00.

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering December 30, 2021 through December 29, 2022 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$100,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$100,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering December 30, 2021 through December 29, 2022 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 of Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$100,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12119, Professional Engineering Services for Gas Engineering and Operations with Fisher & Arnold, Inc., in the funded amount of \$100,000.00. (This change is to renew the current contract for the first of four annual renewal terms for the period covering January 4, 2022 through January 3, 2023, based on agreed upon rates.)

### 2. Additional Information

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12119, Professional Engineering Services for Gas Engineering and Operations with Fisher & Arnold, Inc. to renew the current contract in the funded amount of \$100,000.00.

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering January 4, 2022 through January 3, 2023 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12119, Professional Engineering Services for Gas Engineering and Operations with Fisher & Arnold, Inc. to renew the current contract in the funded amount of \$100,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 12119, Professional Engineering Services for Gas Engineering and Operations with Fisher & Arnold, Inc. to renew the current contract in the funded amount of \$100,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering January 4, 2022 through January 3, 2023 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 of Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Fisher & Arnold, Inc. to renew the current contract in the funded amount of \$100,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering, in the funded amount of \$100,000.00. (This change is to renew the current contract for the first of four annual renewal terms for the period covering December 23, 2021 through December 22, 2022 in the funded amount of \$100,000.00, based on agreed upon rates.)

### 2. Additional Information

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$100,000.00.

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering December 23, 2021 through December 22, 2022 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$100,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

 Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$100,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering December 23, 2021 through December 22, 2022 in the funded amount of \$100,000.00, based on agreed upon rates. This renewal complies with all applicable laws and policies. The new contract value is \$200,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 of Contract No. 12190, Professional Engineering Services for Gas Engineering and Operations with CHI Engineering to renew the current contract in the funded amount of \$100,000.00 as approved.

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

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

Resolution approving Change No. 3 to Contract No. 12034, Environmental Abatement Services with Northwest Contracting Services, Incorporated, in the funded amount of \$4,500,000.00. (This change is to renew the current contract for the third of four annual renewal terms covering the period January 1, 2022 through December 31, 2022, with no increase in rates from the previous term.

### **2. Additional Information**

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

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12034, Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded amount of \$4,500,000.00.

The project scope is to provide environmental abatement services applicable to MLGW facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period January 1, 2022 through December 31, 2022 in the funded amount of \$4,500,000.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$9,000,000.00.

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 Change No. 3 to Contract No. 12034, Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded amount of \$4,500,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 3 to Contract No. 12034, Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded amount of \$4,500,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, project scope is to provide environmental abatement services applicable to MLGW facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period January 1, 2022 through December 31, 2022 in the funded amount of \$4,500,000.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$9,000,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12034, Environmental Abatement Services with Northwest Contracting Services, Incorporated to renew the current contract in the funded amount of \$4,500,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 3 to Contract No. 12062, Environmental Abatement Services with General Construction Services, Incorporated in the estimated funded amount of \$750,000.00. (This change is to renew the current contract for the third of four annual renewal terms covering the period January 1, 2022 through December 31, 2022, with no increase in rates from the previous term.)

### 2. Additional Information

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



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12062, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the estimated funded amount of \$750,000.00.

The project scope is to provide environmental abatement services applicable to MLGW facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2022 through December 31, 2022 in the estimated funded amount of \$750,000.000, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$3,250,000.00.

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 Change No. 3 to Contract No. 12062, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the estimated funded amount of \$750,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20th day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 3 to Contract No. 12062, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the estimated funded amount of \$750,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, project scope is to provide environmental abatement services applicable to MLGW facilities and operations on an as-needed basis. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period January 1, 2022 through December 31, 2022 in the estimated funded amount of \$750,000.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$3,250,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12062, Environmental Abatement Services with General Construction Services, Incorporated to renew the current contract in the estimated funded amount of \$750,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

**1. Description of the Item**

Resolution awarding a purchase order to ABB Enterprise Software, Inc. for Tropos mesh routers network equipment in the amount of \$800,005.00.

**2. Additional Information**

The Tropos Mesh network supports Distribution Automation, the Smart Meter infrastructure and various communication needs for the Division. The mesh routers network equipment will expand the coverage of the current Tropos network within Shelby County.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to ABB Enterprise Software, Inc. in the amount of \$800,005.00 for Tropos mesh routers network equipment.

The mesh routers network equipment will expand the coverage of the current Tropos Mesh network within Shelby County. The Tropos Mesh network supports Distribution Automation, the Smart Meter infrastructure and various communication needs for the Division.

Bids were opened on August 4, 2021. Notice to Bidders was advertised. Seven (7) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of ABB Enterprise Software, Inc. This award complies with all applicable laws and policies.

The 2021 budgeted amount for Electric Telecommunications Network is \$2,834,400.00; the amount spent to date is \$141,547.12; leaving a balance available of \$2,692,852.88 to be spent in 2021; of which \$800,005.00 will be spent on this purchase order in 2021; leaving a balance of \$1,892,847.88 after award; and

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

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

300 - TropOS 1420 outdoor mesh edge node with dual band radio 2.4 & 5 GHz and built in GPS, part #14203060G;

310 - Ceraun 2 outdoor power supply and battery backup unit that provide dual PoE ports, part #PS064001

50 – TeleOS 9111P: 900MHz single-radio (ISM only), 1 ethernet, 1 serial, enclosure, part #T091110PD;

10 – TropOS Router - 6430-T, 2.4/5/900, FCC, Ethernet, GPS, part #64303000TGX;

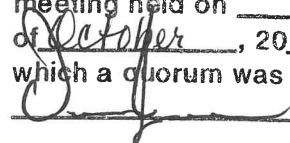
310 - SuprOS router license for the TropOS outdoor mesh edge node, Part # NMCROUTER

50 – SuprOS Client- Node and Radio License, part # VXA01NMCCLIENT;

1 – Shipping and handling;

Total award is \$800,005.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said prices being firm; terms net 45 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-special meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved a purchase order for Tropos mesh routers network equipment and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the MLGW 2021 fiscal year budget; and

**WHEREAS**, the mesh routers network equipment will expand the coverage of the current Tropos Mesh network within Shelby County. The Tropos Mesh network supports Distribution Automation, the Smart Meter infrastructure and various communication needs for the Division; and

**WHEREAS**, bids were opened on August 4, 2021. Notice to Bidders was advertised. Seven (7) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of ABB Enterprise Software, Inc. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for Tropos mesh routers network equipment from ABB Enterprise Software, Inc. in the sum of \$800,005.00 chargeable to the MLGW 2021 fiscal year budget.

## Memphis City Council Summary Sheet for MLGW Items

**1. Description of the Item**

Resolution awarding Contract No. 12276, Mobile Radio Replacement to Selex ES, Inc, a Leonardo Company, in the funded amount of \$6,887,318.00.

**2. Additional Information**

The project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12276, Mobile Radio Replacement to Selex ES, Inc, a Leonardo Company, in the funded amount of \$6,887,318.00.

The project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities.

The Request for Proposal was advertised using MLGW's On-Line Bid Notification System on March 1, 2021. MLGW solicited six (6) companies; and received three (3) proposals on March 29, 2021 with the most responsive proposal being from Selex ES, Inc, a Leonardo Company in the amount of \$6,261,198.00. In addition, MLGW is requesting approval of contingency funds in the amount of \$626,120.00 in the event of unforeseen conditions, for a total funded amount of \$6,887,318.00. The term of this contract is for 24 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.



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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12276, Mobile Radio Replacement to Selex ES, Inc, a Leonardo Company, in the funded amount of \$6,887,318.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-special meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

 Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021, awarded Contract No. 12276, Mobile Radio Replacement to Selex ES, Inc, a Leonardo Company, in the funded amount of \$6,887,318.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is for a Digital Mobile Radio (DMR) III simulcast (trunked) radio communications system that will support critical communications and provide enhanced two-way wireless communications capabilities.

WHEREAS, the Request for Proposal was advertised using MLGW's On-Line Bid Notification System on March 1, 2021. MLGW solicited six (6) companies; and received three (3) proposals on March 29, 2021 with the most responsive proposal being from Selex ES, Inc, a Leonardo Company in the amount of \$6,261,198.00. In addition, MLGW is requesting approval of contingency funds in the amount of \$626,120.00 in the event of unforeseen conditions, for a total funded amount of \$6,887,318.00. The term of this contract is for 24 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12276, Mobile Radio Replacement to Selex ES, Inc, a Leonardo Company, in the funded amount of \$6,887,318.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

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

Resolution awarding a purchase order to Power Connections, d/b/a G & W Electric Company, for three-phase pole mount vacuum reclosers in the amount of \$6,020,200.00.

### 2. **Additional Information**

The three-phase pole mount vacuum reclosers act as fault interrupting devices used on the electric distribution system for isolating faults such as downed trees, hit poles, etc. and as a result reduce the number of customers impacted by outages.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Power Connections dba G & W Electric Company in the amount of \$6,020,200.00 for three-phase pole mount vacuum reclosers.

The three-phase pole mount vacuum reclosers act as fault interrupting devices used on the electric distribution system for isolating faults such as downed trees, hit poles, etc. and as a result reduce the number of customers impacted by outages.

Bids were opened on September 8, 2021. Notice to Bidders was advertised. Twenty-one (21) bids were solicited, and eight (8) bids were received with the lowest and best complying bidder being the firm of Power Connections dba G & W Electric Company. This award complies with all applicable laws and policies.

Contingent upon approval the 2022 budgeted amount for Electric Line Reconstruction is \$35,250,000.00; of which \$6,020,200.00 will be spent on this purchase order in 2022; leaving a balance of \$29,229,800.00 after award; and

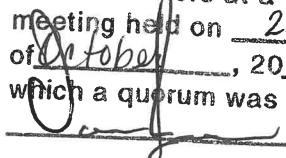
**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, award of purchase order to Power Connections dba G & W Electric Company is approved for furnishing:

100 - Reclosers, vacuum 600A; 12kV, 3phase; pole mount, shall be made in accordance with MLGW Specification #40-27XX dated December 31, 2019.

100 - Reclosers, vacuum 600A; 23kV, 3phase; pole mount, shall be made in accordance with MLGW Specification #40-27XX dated December 31, 2019.

The total award amount is \$6,020,200.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; terms net 30 days; delivery in 19 weeks after release.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.  
 Secretary-Treasurer

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved the purchase of three-phase pole mount vacuum reclosers and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2022 fiscal year budget contingent upon approval; and

**WHEREAS**, the three-phase pole mount vacuum reclosers act as fault interrupting devices used on the electric distribution system for isolating faults such as downed trees, hit poles, etc. and as a result reduce the number of customers impacted by outages; and

**WHEREAS**, bids were opened on September 8, 2021. Notice to Bidders was advertised. Twenty-one (21) bids were solicited, and eight (8) bids were received with the most responsive and best complying bidder being the firm of Power Connections dba G & W Electric Company. 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 three-phase pole mount vacuum reclosers from Power Connections dba G & W Electric Company for the sum of \$6,020,200.00.00 chargeable to the MLGW 2022 fiscal year budget contingent upon approval.

## Memphis City Council Summary Sheet for MLGW Items

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

Resolution approving Change No. 1 to Contract No. 11878, PDU/UPS Netters Liebert Maintenance with Vertiv Services, Inc. (formerly Emerson Network Power, Inc.) in the funded amount of \$5,000.00. (This change is to extend the current contract for three months for the period covering January 1, 2022 through March 31, 2022. This extension is needed to allow time to execute a new contract.)

### 2. **Additional Information**

The project scope is to allow Vertiv Services, Inc., as a sole source provider, to provide supervision, labor, transportation, equipment, and material to perform 24/7 preventative maintenance, emergency service and parts coverage on Liebert UPS/PDUs (Uninterruptible Power Supply/Power Distribution Unit) at the MLGW Netters Business Center located at 1665 Whitten Road.



**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**October 20, 2021**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 11878, PDU/UPS Netters Liebert Maintenance with Vertiv Services, Inc. (*formerly Emerson Network Power, Incorporated*) to extend the current contract in the funded amount of \$5,000.00.

The project scope is to allow Vertiv Services, Inc. (*formerly Emerson Network Power, Incorporated*), as a sole source provider, to provide supervision, labor, transportation, equipment, and material to perform 24/7 preventative maintenance, emergency service and parts coverage on Liebert UPS/PDUs (Uninterruptible Power Supply/Power Distribution Unit) at the MLGW Netters Business Center located at 1665 Whitten Road. This change is to extend the current contract for three (3) months for the period covering January 1, 2022 through March 31, 2022. This extension is needed to allow time to execute a new contract. This extension complies with all applicable laws and policies. The new contract value is \$121,125.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. Change No. 1 to Contract No. 11878, PDU/UPS Netters Liebert Maintenance with Vertiv Services, Inc. (*formerly Emerson Network Power, Incorporated*) to extend the current contract in the funded amount of \$5,000.00 as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 20<sup>th</sup> day of October, 2021, at which a quorum was present.

  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 20, 2021 approved Change No. 1 to Contract No. 11878, PDU/UPS Netters Liebert Maintenance with Vertiv Services, Inc. (*formerly Emerson Network Power, Incorporated*) to extend the current contract in the funded amount of \$5,000.00; and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to allow Vertiv Services, Inc. (*formerly Emerson Network Power, Incorporated*), as a sole source provider, to provide supervision, labor, transportation, equipment, and material to perform 24/7 preventative maintenance, emergency service and parts coverage on Liebert UPS/PDUs (Uninterruptible Power Supply/Power Distribution Unit) at the MLGW Netters Business Center located at 1665 Whitten Road. This change is to extend the current contract for three (3) months for the period covering January 1, 2022 through March 31, 2022. This extension is needed to allow time to execute a new contract. This extension complies with all applicable laws and policies. The new contract value is \$121,125.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 11878, PDU/UPS Netters Liebert Maintenance with Vertiv Services, Inc. to extend the current contract in the funded amount of \$5,000.00 as approved.

## Memphis City Council Summary Sheet for MLGW Items

**1. Description of the Item**

Resolution approving an hourly amended rate schedule for to the law firm of McCarter & English to be employed on an "as needed basis" for legal matters uniquely related to the utility industry as follows: Partners - \$550 and Associates from \$395 to \$490.

**2. Additional Information**

Law firm is hired on an "as needed basis" for legal matters pertaining to the utility industry.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Vice President and General Counsel (Compliance Officer) submitted for Board approval an amended rate schedule for the law firm of McCarter & English to be employed on an "as needed" basis for legal matters uniquely related to the utility industry.

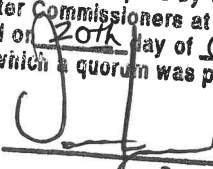
The Vice President and General Counsel (Compliance Officer) recommends that the law firm of McCarter & English be employed on an "as needed" basis at hourly rates, effective January 2022, in the following range:

|            |                     |
|------------|---------------------|
| Partners   | \$555.00            |
| Associates | \$395.00 - \$490.00 |

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

**THAT**, Subject to the consent and approval of the City Council of the City of Memphis, the law firm of McCarter & English shall be employed on an "as needed" basis at the hourly rates set forth in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20th day of October 2021, at which a quorum was present.

  
Secretary - Treasurer

## RESOLUTION

**WHEREAS**, on October 6, 2021 the Vice President and General Counsel recommended to the Board of Light, Gas and Water Commissioners, that the hourly rates for work performed by the law firm of McCarter & English employed on an "as needed" basis, be increased at hourly rates, effective January 2022, in the following ranges:

|            |                     |
|------------|---------------------|
| Partners   | \$555.00            |
| Associates | \$395.00 - \$490.00 |

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Memphis that MLGW is authorized to employ the law firm of McCarter & English, on an "as needed" basis at the new hourly rates set forth in the foregoing preamble.

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving an amended hourly rate schedule for the law firm of Thompson Coburn LLP for legal services uniquely related to the utility industry as follows: Partner - \$610; Counsel - \$603; and Associates - \$351.

### 2. Additional Information

Law firm is hired on an "as needed basis" for legal matters pertaining to the utility industry.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**October 20, 2021**

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The Vice President and General Counsel submitted for Board approval an amended rate schedule for the law firm of Thompson Coburn LLP for legal services uniquely related to the utility industry.

The Vice President and General ounsel recommends that Thompson Coburn LLP be employed on an "as needed" basis at the following hourly rates:

|            |          |
|------------|----------|
| Partner    | \$610.00 |
| Counsel    | \$603.00 |
| Associates | \$351.00 |

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

**THAT**, subject to the consent and approval of the City Council of the City of Memphis, the law firm of Thompson Coburn LLP shall be employed on an "as needed" basis at the hourly rates set forth in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ <sup>special</sup> meeting held on 20th day of October, 2021, at which a quorum was present.

  
Secretary - Treasurer



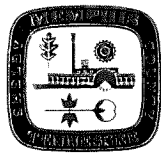
**RESOLUTION**

**WHEREAS**, on October 20, 2021 the Vice President and General Counsel recommended to the Board of Light, Gas and Water Commissioners, tha the hourly rates for work performed by the law firm of Thompson Coburn LLP employed on an "as needed" basis, be increased to the following hourly rates:

|            |          |
|------------|----------|
| Partner    | \$610.00 |
| Counsel    | \$603.00 |
| Associates | \$351.00 |

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that MLGW is authorized to employ the law firm of Thompson Coburn LLP on "as needed" basis at the new hourly rates set forth in the foregoing preamble.

# City of Memphis



**JIM STRICKLAND**  
MAYOR

TENNESSEE

October 12, 2021

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

Dear Chairman Carlisle:

Subject to Council approval, I hereby recommend that:

**Brian E. Harris**

be appointed to the Memphis Alcohol Commission with a term expiring December 31, 2022.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink that reads "Jim Strickland".

Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

ORDINANCE NO. 5807

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

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

WHEREAS, the Council has adopted Ordinance 5551 governing the access, use and occupation of its streets and public rights of way by public and private utilities and utility providers;

WHEREAS, the Council desires to adopt a new ordinance that specifically governs access, use and occupation of its streets and public rights of way by public and private utilities other than utility providers;

WHEREAS, the Council desires to formally repeal all ordinances and compensation schemes based on a percentage of gross revenues or other methods of compensation, whether set by ordinance or administrative directive, and to adopt uniform provisions that specify conditions and requirements for access, use and occupation of its streets and public rights of way by public and private utilities, including methods and procedures for setting rates and fees based on that portion of the City's right of

way costs reasonably related to regulating specific activities or defraying the cost of providing services or benefit to such public and private utilities.

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

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

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

necessary or appropriate to implement this Ordinance and any subsequent Franchise Licensing Ordinances adopted by the Council from time to time.

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

(a) Any person or corporation organized by virtue of the laws of this State, or of any other State of the United States, or by virtue of the laws of the United States, for the purpose of transmitting intelligence by magnetic telegraph or telephone, or other system of transmitting intelligence or the equivalent thereof, which may be hereafter invented or discovered, is authorized, under Tennessee and federal statutes, to construct, operate and maintain a telegraph, telephone, or other lines necessary for the speedy transmission of intelligence, along and over the public highways and streets of the cities and towns of this State, subject to all reasonable police powers of the City to regulate the construction, maintenance, or operation of such line within its limits, including the right to exact reasonable rentals and compensation for the use of its streets on a non-discriminatory and competitively neutral basis.

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

method of valuation adopted by the Council.

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

It is the intent of the Council that this Ordinance and any agreement made under the authority of this Ordinance be governed by and interpreted in accordance with Tennessee law, including but not limited to the City's Charter, Tennessee Code Annotated, Sections 6-54-109 65-4-101 and 65-4-105 by Tennessee appellate courts.

### **Article IV. Definitions.**

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

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

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

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

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

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

3.06 "**Confidential Information**" shall mean any Trade Secrets (as defined below) or other information relating to a Grantee that derives economic value from not being generally known to or readily accessible to other persons and is the subject of reasonable efforts to maintain its secrecy.

Confidential Information shall include, but not be limited to, (i) a Grantee's manner of operation, forms of agreements, plans, processes and programs; (ii) information about its finances and financial condition and about the finances and financial condition of clients or other entities affiliated with a Grantee; (iii) research, marketing plans, designs, procedures, formulas, discoveries, inventions, concepts, ideas, specifications, flowcharts, listings of customers, supplies, or analyses; and (iv) information supplied to Grantee by other parties which a Grantee is obligated to keep confidential. As used herein, "Trade Secrets: shall include any technical or non-technical data or information, design, procedure or improvement that derives economic value, actual or potential, from not being generally known to or readily ascertainable by proper means by the competitors of a Grantee. "Confidential Information" shall not include any information which has entered the public domain.

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

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

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

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

3.11 **"Right of Way Agreement"** shall mean a fully executed and notarized authorization, license, contract, permit or easement issued or made pursuant to the provisions of this Ordinance and any subsequent Franchise Licensing Ordinances adopted by the Council by and between the City and Grantee in form and substance agreeable to the City, wherein the City grants certain non-exclusive

revocable rights to use and occupy its streets and rights-of-way and wherein Grantee accepts and agrees to be bound by the terms and provisions of this ordinance.

3.13 “**Grantee**” shall mean any public or private utility or any company, other than a utility provider, operating Public Works or Utility Systems using facilities either constructed, owned or leased within the Public Right-of-Way for any purpose.

3.14 “**Public Right-of-Way**” shall mean real property surface, subsurface and air rights (appurtenant to surface rights) acquired by the City by any lawful means and devoted to transportation of people, goods or information and to the provision of governmental services and includes the surface and that area below the surface which is necessary to support the public street, alley, path, bridge, tunnel, sidewalk, planting strip, median, waterway, dock, wharf, pier, public ground, utility easement or other public right-of-way. Public right-of-way also includes the surface of any public street, alley, public ground or other public right-of-way acquired by the City. No reference herein or in any Authorization for use of any public right-of-way shall be deemed to be a representation or guarantee by the City that its title to any public right-of-way or any improvement or object located therein is sufficient to permit or authorize its use by the Grantee. Public Right-of-Way shall not include any real or personal property, buildings, infrastructure, such as sewers, conduits, poles and bridges, owned by the City that is not a utility, easement or right-of-way.

3.15 “**Public Works**” shall mean any water, gas or electric heat, light or power works, plants and systems as defined in Tennessee Code Annotated § 7-34-102 and any such systems owned and operated by privately owned utility companies or public utilities, as defined herein.

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



3.17 "**System**" or "**Utility System**" shall mean Grantee's network of cables, wires, lines, conduits, innerducts, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities that are placed in, on, across or over the public rights-of-way that are designed and constructed for the purpose of producing, receiving, amplifying or distributing by audio, video or other forms of electronic signals to or from subscribers or locations within the City, but not including cable television services as defined under the Cable Communications Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and/or any Authorization granted by the City pursuant to said Act.

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

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

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

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

3.22 "Encasement." Structural element surrounding a pipe.

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

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

3.25 "Manhole. An opening in an underground system which workmen or others may enter for

the purposes of making installations, inspections, repairs, connections and tests.

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

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

3.28 “Normal. Crossing at a right angle.

3.29 “Oblique. Crossing at an acute angle.

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

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

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

3.33 “Private lines. Privately owned facilities which convey or transmit intelligence or information but are devoted exclusively to private use.

3.34 “Public utility” means every individual, co-partnership, association, corporation, or joint stock company, its lessees, trustees, or receivers, appointed by any court whatsoever, that own, operate, manage or control, within the state, any gas, electric light, heat, power, water, gas pipeline, gasoline or fuel pipeline and crude oil pipeline, or any other like system, plant or equipment, affected by and

dedicated to the public use, under privileges, franchises, licenses, or agreements, granted by the state or by any political subdivision thereof. "Public utility" as defined in this section shall not be construed to include the following non-utilities:

- (i) Any corporation owned by or any agency or instrumentality of the United States;
- (ii) Any county, municipal corporation or other subdivision of the state of Tennessee;
- (iii) Any corporation owned by or any agency or instrumentality of the state;
- (iv) Any corporation or joint stock company more than fifty percent (50%) of the voting stock or shares of which is owned by the United States, the state of Tennessee or by any nonutility referred to in subdivisions (a)(1), (2), and (3)

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

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

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

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

3.38 "Trenched. Installed in a narrow open excavation.

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

3.40 "Utility Systems" include, but are not limited to any one (1) or any combination of the following: culverts; curbs; dispensaries; drainage systems, including storm water sewers and drains; gas and natural gas systems and storage facilities; highways; highway and street equipment; levees; port facilities; docks and dock facilities, including any terminal storage and transportation facilities incident

thereto; sewers; sewage and waste water systems, including, but not limited to, collection, drainage, treatment, and disposal systems; streets; gas, gasoline, fuel or crude oil distribution, transmission and /or storage systems; tunnels; viaducts; water treatment distribution and storage systems.

3.41 Utility Owner. The public agency or cooperative and any private cooperative, corporation, company or individual named in the Right of Way Agreement and responsible for the construction, operation and maintenance of utility facilities or private lines.

## **Article V. Administration**

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

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

- 6) To develop a system for preserving, recording and maintaining all contracts, licenses, permits or easements granted under this ordinance to occupy or use the streets and/or Public Rights-of-Way for the construction, operation and maintenance of any utility systems within all or a portion of the City.**

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

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

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

(c) Upon receipt of said report the Council shall refer the application to the Public Works Committee for consideration by the Council. After the matter has been considered by the

Council in the Public Works Committee, the application shall be considered by the full council at a regular council meeting within a reasonable time as and when the Council deems appropriate. The Council may approve, deny or approve the application with such conditions as the Council deems appropriate.

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

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

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

(g) Notwithstanding any provision of this Ordinance or any other Ordinance applicable to the City to the contrary, the requirements of this ordinance shall not apply to existing oil pipelines jet fuel lines, including any activities related to the maintenance, repair, or replacement thereof, or construction of new oil or jet fuel pipelines in existing rights-of-way or easements for existing oil or jet fuel pipelines even if such pipelines, easements or rights-of-way are within any existing or future zoning setbacks. This ordinance does not apply to any new or existing pipeline that is located within the property boundaries of an oil refinery, oil terminal, associated docks or processing facilities, or a retail service station and providing service to that oil refinery, oil terminal, associated docks or processing facilities, or retail service station.

(h) Any inspection or control exercised by the City over the construction activities of the utility owner shall in no way relieve the utility owner of any duty or responsibility to the general public nor shall such services and/or control by the City relieve the utility owner from any liability for loss, damage or injury to persons or adjacent properties.

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

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

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

(b) Indemnification and Hold Harmless.

- 1) The Utility company and/ or utility owner shall indemnify the City of Memphis and their officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from the Utility company's use of the City's right-of-way to install, operate and/or maintain utility facilities, including claims by third parties for any personal injury or property damage, including interruption of service or loss of business, incurred by such third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims, regardless of any negligence or fault of the City of Memphis. The City may require that the Utility company maintain liability insurance in such amounts that the City deems sufficient to satisfy claims made against the City and/or the Utility company arising from the negligence or fault of the Utility company.**
- 2) Without limiting the foregoing, the Utility company shall hold the City of Memphis, and their officers, employees and agents, harmless, to the maximum extent allowed under Tennessee law, for any personal injury or property damage, including interruption of service or loss of business, incurred by the Utility company, or its officers, employees or agents, arising from the City of Memphis' construction, reconstruction, operation or maintenance of the City's right-of-way, regardless of any negligence or fault of the City of Memphis.**
- 3) The City agrees to give Grantee prompt and reasonable notice of any claims or lawsuits; and Grantee shall have the right to investigate, compromise, intervene and defend same to the extent of its own interest. The above indemnification shall not apply to any judgment of liability resulting from the gross negligence or willful**



***misconduct of the City. The terms and provisions contained in this sub-section are intended to be for the benefit of the City and Grantee, and are not intended to be for the benefit of any third party. The City shall have the right to participate or conduct the defense of its interests in any proceeding, and thereby assume risks and liabilities for its own acts or omissions.***

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

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

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

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

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

(e) **Relocation or Removal.**

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

- 2) *All such costs of relocation or removal shall be borne solely by the Utility company or utility owner and not by the City, except as the City may otherwise agree in accordance with a special condition of the Right of Way Agreement executed prior to the installation, or as the City may subsequently agree in writing under a utility relocation contract.*
  
  - 3) *The Utility company or utility owner shall complete the relocation or removal within such time as the City shall specify by written notice, or within such additional time as the City Engineer may authorize in writing. Upon the failure of the Utility company or utility owner to relocate or remove the utility facilities within the specified time, or such additional time as the City Engineer may authorize in writing, the utility facilities shall be deemed to be abandoned by the Utility company or utility owner, and the City shall be deemed the owner thereof; provided, however, that the City, in its sole discretion, may refuse ownership of the abandoned utility facilities at any time within one year after the abandonment and thereupon hold the Utility company or utility company liable for the costs of removing such facilities from the City's streets and rights-of-way.*
  
  - 4) *To the extent that the Utility company or utility owner is required to remove utility cable facilities from the City's streets and rights-of-way, the Utility company shall to that extent be relieved of any further obligation under the Right of Way Agreement to compensate the City for the use of the City's streets and rights-of-way. To the extent that the Utility company is allowed to relocate utility facilities to another location within the City's streets and rights-of-way, the Utility company or utility owner may elect either to remain under the terms of compensation specified in the Right of Way Agreement, or the Utility company or utility owner may choose to enter into a new Right of Way Agreement for the new location.*
- (f) **Duration and Renewal of Right of Way Agreements.**
- 1) *Initial Term. The Right of Way Agreement for the installation of utility facilities within City's streets and rights-of-way shall have an initial term of up to 20 years as the Council may approve.*

- 2) ***Renewal Options. Upon the expiration of the initial term of the Use and Occupancy Agreement, the Utility company shall have an option to renew the Right of Way Agreement for one (1) additional term of 5 years, or longer term approved by the City Council, but shall be subject to the applicable rate of compensation in effect as of the date of renewal. In no event shall any initial term or any successive renewal term exceed a combined total of 30 years.***

## **Article VIII. Compensation.**

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

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

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

- 1) ***The rate of monetary compensation shall be as established by the Memphis City Council from time to time by Ordinance for such time periods determined by the Council by affixing an addendum to this Ordinance. In establishing the monetary rate of fair and reasonable compensation for use and occupation of City's streets and rights-of-way, the City Council shall consider the following factors:***
  - i) ***The City's costs in regulating the right of way activities of Utility companies and utility owners,***

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

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

(a) **Timing of Installations.** To minimize interference with the safe use, operation and maintenance of the freeway, and as reasonably necessary to manage the right-of-way, the City Engineer may limit the timing of access so that, to the extent possible, there is no more than one utility cable installation project underway at any given time on any particular segment of a state freeway.

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

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

*Agreement or as shall be necessary to comply with the Horizontal and Vertical Clearance Zone requirement.*

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(d) **Parking of Vehicles.** The utility company shall not be permitted to park vehicles and equipment or to store materials on the right-of-way without express prior approval by the City Engineer. In no case shall the utility company be permitted to park vehicles and equipment or store materials

within the clear zone of the right-of-way, except as may be required during actual installation operations within the clear zone and while all required traffic control is present and in place.

(e) Traffic Control.

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

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

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

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

(i) Hazardous Substances. The utility company shall not place, install or deposit any hazardous substance or hazardous waste within or on any part of the state freeway or state freeway right-of-way. If at any time the utility company causes or allows a spill of a hazardous waste or substance within the freeway right-of-way, the utility company shall remain solely liable for the clean-up and removal of such hazardous waste or substance. The utility company shall indemnify the State of Tennessee and City Engineer, and their officers, employees and agents, and shall hold them harmless against any and all claims or expenses of any kind related to the deposit, spillage and/or clean-up of any such hazardous wastes or substances.

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

(k) Repair and Restoration of Premises.

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

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

sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

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

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

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

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

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

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

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

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

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

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

**Article XIII. RIGHT OF WAY FUND**

(a) There is hereby created a right-of-way fund, which shall be used exclusively to help defray the costs associated with the management of the rights of way, including but not limited to

the costs of preparing studies of the right-of-way and costs of any special committee and the costs of staff and other reasonable expenses necessary to administer the provisions of this Ordinance.

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

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

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

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

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

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

SPONSORS: Council Members  
Smiley, Carlisle and Warren

FRANK COLVETT  
CHAIRMAN