

RESOLUTION approving the engineering plans entitled:
Le Bonheur CVICU Expansion (BOA 19-92)

WHEREAS, **Methodist Le Bonheur Healthcare**, the Developer of certain property within the present limits of Memphis and located at the southeast corner of Poplar Avenue and North Dunlap Street in the City of Memphis, Tennessee,

and

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

and

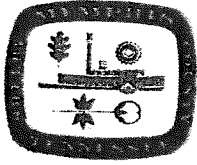
WHEREAS, attached hereto is a standard improvement contract entered into by and between **Le Bonheur CVICU Expansion (BOA 19-92)** and the City of Memphis covering the public improvements as a part of developing the property;

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 **Le Bonheur CVICU Expansion (BOA 19-92)** 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 **Liberty Mutual Insurance Company Performance Bond No. 015214704** in the amount of **\$85,300.00** on behalf of the City



RESOLUTION approving the engineering plans entitled:
Tutwiler Avenue Traffic Calming

WHEREAS, **Heights Community Development Corporation**, the Developer of certain property within the present limits of the City of Memphis, located at the northeast corner of Tutwiler Avenue and National Street 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 **Tutwiler Avenue Traffic Calming** 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 **Tutwiler Avenue Traffic Calming** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the Cash Bond from the Developer in the amount of **\$57,800.00**.



RESOLUTION terminating public improvement contract for:
CR-5256 Couch Sewer Extension
and **authorizing release of bond.**

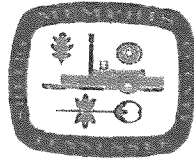
WHEREAS, **David Couch**, the Developer, has requested termination of the public improvement contract within the present limits of Memphis as indicated on the engineering plans entitled **Couch Sewer Extension**, located at 5600 Old U.S. Highway 78, in the City of Memphis, Tennessee

and

WHEREAS, public improvements required by the Standard Improvement Contract for the project have not yet begun.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the termination of public improvement contract for **Couch Sewer Extension** and the termination of the public improvements therein, be and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the Cash Bond in the amount **\$88,637.50** (*original Bond amount less City expenses*), held as security for the Standard Improvement Contract, **are hereby ordered released.**



Memphis City Council Summary Sheet

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

Resolution seeks approval to receive \$100,000 from Bank of America. Funds will be used for the Office of Youth Services' MPLOY program to purchase MATA bus passes, provide professional development and career and job fairs.

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

Office of Youth Services – Executive Division

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

N/A

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

It will impact all council districts and super districts.

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

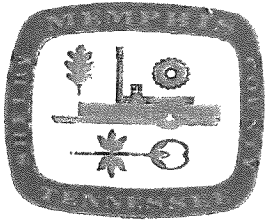
N/A

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

N/A

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

N/A



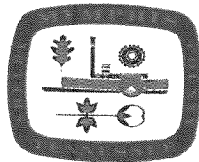
A Resolution to accept \$100,000 for the MPLOY Youth Summer Experience program from Bank of America

WHEREAS, Bank of America has awarded \$100,000 in grant funds to the City of Memphis' Office of Youth Services; and

WHEREAS, the Office of Youth Services' summer youth employment program, MPLOY Youth Summer Experience, will utilize the grant funds for transportation, professional development, job skills training and career and job fairs; and

WHEREAS, eligible participants in the MPLOY Youth Summer Experience program will receive MATA (Memphis Area Transit Authority) bus passes to ensure reliable transportation;

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby approves the receipt and allocation of \$100,000 in grant funds from Bank of America via the Community Foundation of Greater Memphis and Innovate Memphis



Memphis City Council Summary Sheet

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

This is a Resolution to accept additional grant funds from Shelby County Government in the amount of \$11,848.86 to expand the Innovation Prosecution Solutions project by providing forensic investigative equipment.

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

The City of Memphis Division of Police Services is awarded additional federal Department of Justice grant funds from through a sub award from Shelby County Government/Shelby County District Attorney General's Office.

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

This item does not change an existing ordinance or resolution.

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

This project applies to all council districts.

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

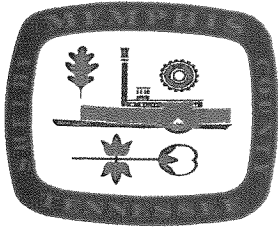
This additional funding amends an existing contract/sub award agreement with Shelby County Government.

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

Acceptance will require an amendment to the FY2022 Operating Fund Budget/Grants Fund 0205 to appropriate funds.

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

Not applicable.



A resolution to accept, allocate, and appropriate grant funds from the Shelby County District Attorney General's Office for the federal FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids (IPS) Grant Program.

WHEREAS, the City of Memphis Division of Police Services has been awarded grant funds in the amount of Eleven Thousand Eight Hundred Forty-Eight Dollars and EightySix Cents (\$11,848.86) from Shelby County District Attorney General's Office for the federal FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids (IPS) Grant Program; and

WHEREAS, these funds will pay for additional Cellebrite technology software and equipment for investigations; and

WHEREAS, it is necessary to accept the grant funding and amend the FY 2022 operating Budget to establish funds for the federal FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids (IPS) Grant Program; and

WHEREAS, it is necessary to appropriate these grant funds in the amount of Eleven Thousand Eight Hundred Forty-Eight Dollars and EightySix Cents (\$11,848.86) for the FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids (IPS) Grant Program; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids (IPS) Grant Program funds in the amount of Eleven Thousand Eight Hundred Forty-Eight Dollars and EightySix Cents (\$11,848.86) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the FY 2022 Operating Budget for Grants Fund 0205 be and is hereby amended by appropriating the Expenditures and Revenues for the federal FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids Grant Program as follows:

Revenue	
Shelby County District Attorney General's Office	<u>\$11,848.86</u>
Total	\$11,848.86
Expenditures	
Equipment	<u>\$11,848.86</u>
Total	\$11,848.86

125 North Main Street, Room 336
Memphis, TN 38103
901-576-6518

City of Memphis
Office of Grants Compliance

Grant Cover Sheet

City of Memphis
Office of Grants Compliance

JAN 20 2022

Approved By:

- **Grantor:** City of Memphis, Division of Police Services
- **Program:** Innovative Prosecution Solutions (IPS)
- **Grantee:** City of Memphis – Division of Police Services
- **Amount Granted:** \$11,848.86
- **Summary:** City of Memphis Division of Police Services currently has an IPS sub award from Shelby County Government/Shelby County District Attorney General's Office for Cellebrite technology software/equipment for investigations in the amount of \$11,848.86.

Approved: City Attorney _____ CAO Office _____

**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2113 PHONE
(901) 222-2062 FAX**

DEPARTMENTAL COMMUNICATION

TO: Scott Sharpe
District Attorney's Office

FROM: Glenda Pearson
Contracts Administration

DATE: September 9, 2021

SUBJECT: City of Memphis ("City")
Contract Number: CA2200581

Attached please find **one (1) fully executed** copy of the above-referenced contract that has been executed by Lee Harris, Shelby County Mayor, for Shelby County Government. Please retain a copy for your files and forward a copy to *City*, along with a "Notice to Proceed" for the described services of the contract.

Generally, contract(s) contain many terms and conditions and, in some instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please ensure that the appropriate individual within your department, who is responsible for monitoring and compliance with this agreement, is fully aware of its entire terms and conditions and any requirements contained therein. If any questions arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under a separate contract(s) in a specific manner. The coordination of both contracts is mandatory. If any questions arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above-referenced contract number is shown on all invoices and correspondence about this contract.

Attachment(s)
Contract (1)
P.O. (N/A)

EXTENSION TO
CONTRACT NO. 37445

THIS EXTENSION (hereinafter "Extension") is made and entered into this ^{25th}~~7th~~ day of ~~May~~^{Aug.}, 2021 by and between SHELBY COUNTY GOVERNMENT (hereinafter "COUNTY") and City of Memphis (hereinafter "CITY"). MC

WHEREAS, the parties previously entered into a sub-award agreement (hereinafter "Agreement") for Cellebrite technology software and equipment, for the period beginning November 01, 2018 through September 30, 2020; and

WHEREAS, the parties wish to extend the term of the Agreement until September 30, 2021.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby extended from September 30, 2020 until September 30, 2021.
2. This Extension shall be subject to and contingent upon adoption of the Fiscal Year 2021 - 2022 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Extension within said Operating Budget.
3. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]


IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED AS TO FORM AND LEGALITY:

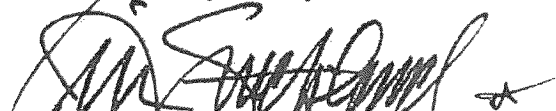


Contracts Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

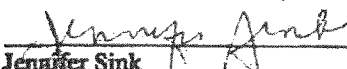


Lee Harris/
Shelby County Mayor




Jim Strickland, Mayor
City of Memphis

APPROVED AS TO FORM:



Jennifer Sink
Chief Legal Officer/City Attorney *ck*

ATTEST:



Comptroller

**SHELBY COUNTY GOVERNMENT
LEE HARRIS, COUNTY MAYOR**



INNOVATIVE PROSECUTION SOLUTIONS INITIATIVE AGREEMENT

Between

CITY OF MEMPHIS

AND

THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE

**SUBGRANT AGREEMENT
BETWEEN
SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE
AND
THE CITY OF MEMPHIS**

THIS SUB-GRANT AGREEMENT, hereinafter "Sub-grant" is entered into by and between Shelby County District Attorney General's Office, hereinafter referred to as "SCDAG" and The City of Memphis, hereinafter referred to as "MEMPHIS" or "GRANTEE".

WITNESSETH:

WHEREAS, SCDAG is a recipient of grant funds awarded through the U.S Department of Justice Office of Justice Programs (OCJP) to participate in the FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids Grant Program, hereinafter referred to as "Grant." in the total amount of \$360,000.00, to develop effective strategies and programs to address violent crime and prosecute individuals responsible for homicides caused by illegal opioids through collaborative federal, state and local criminal justice efforts in Shelby County, Tennessee; and

WHEREAS, The intent of OCJP and SCDAG with regard to the use of said funds is set forth in the above-referenced Grant Agreement, hereinafter referred to as Exhibit A; and

WHEREAS, SCDAG has been selected and/or approved by the U.S Department of Justice to operationally participate in the grant initiative and maintain the administrative and financial responsibilities outlined in the Grant Conditions set forth in Exhibit A, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash on hand; and

WHEREAS, the Parties have agreed that to further implement the strategies proposed by OCJP, \$60,136.00 of the \$360,000.00 of the initial grant award portion of SCDAG'S funding awarded in accordance with Exhibit A shall be used by MEMPHIS to pay for Cellebrite technology software and equipment needs related to investigations; and

WHEREAS, the Parties have agreed to the attached budget, hereinafter referred to as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

I. SCOPE OF SERVICES

SCDAG shall make available to MEMPHIS the reimbursement of funding in the amount not to exceed \$60,136.00 for the utilization of allowable resource costs attached hereto as Exhibit "A" and Exhibit "B" and fully incorporated by reference, as if stated herein verbatim.

II. TERM AND COMPENSATION

1. The term of this Sub-grant Agreement shall be from upon the date of execution by all parties until September 30, 2020. In the event the original Grant Agreement through the U.S. Department of Justice Office of Justice Programs (OCJP) is extended for any reason, the parties may extend this Sub-Grant Agreement upon mutual written agreement.
2. SCDAG shall reimburse MEMPHIS on as needed basis following receipt of MEMPHIS'S invoices for allowable costs incurred, subject to the limits of the Grant Agreement.
3. SCDAG shall not be liable for any expenses incurred by MEMPHIS in excess of those stipulated in each budget category contained in Exhibit "B" and fully incorporated by reference, as if stated herein verbatim, unless said Budgets are amended upon approval by the OCJP.

III. GENERAL CONDITIONS

Records. MEMPHIS shall provide complete access to records pertinent to this Sub-grant to authorized SCDAG personnel in accordance with the paragraphs below. The Grantee and any approved subcontractor or sub-recipient shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's or sub-recipient's records shall be subject to audit at any reasonable time and upon reasonable notice by the U.S. Department of Justice, the Comptroller General of the United States, Grantor State Agency, the Comptroller of the Treasury, or any of their duly authorized representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement.

Assignments. MEMPHIS shall not assign this Sub-grant or enter into a subsequent sub-grant or sub-contract for any of the services performed under this Sub-grant without obtaining the prior written approval of SCDAG.

Subject to Funding. This Sub-grant Agreement is subject to annual appropriations of funds by SCDAG. In the event funds are not appropriated by SCDAG for any fiscal period, this Sub-grant Agreement will be terminated. In the event of such termination, MEMPHIS shall be reimbursed for allowable costs incurred prior to the termination date, and subject to the Grant's conditions for reimbursement.

Covenant Against Contingent Fees. MEMPHIS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MEMPHIS to solicit or secure this Sub-grant, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for MEMPHIS, any fee, commission, percentage, brokerage fee, gift or other consideration. For breach or violation of this warranty, SCDAG will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

Audits. With reasonable notice and during all phases of the work and services to be provided hereunder, MEMPHIS agrees to permit duly authorized agents and employees

of SCDAG to enter MEMPHIS offices for the purpose of inspections, reviews and audits during the normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. MEMPHIS shall maintain documentation for all charges against SCDAG under this Sub-grant Agreement. The books, records and documents of MEMPHIS, insofar as they relate to work performed or money received under this Sub-grant Agreement, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by SCDAG, the OCJP, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. MEMPHIS shall prepare an annual report of its activities funded under this Sub-grant Agreement, including audited financial statements, and submit, within nine (9) months after the close of the reporting period, a copy of such report to SCDAG.

Termination. SCDAG may terminate the Sub-grant Agreement following ten (10) days written notice by SCDAG to MEMPHIS of MEMPHIS'S failure to provide the services specified under this Sub-grant Agreement and MEMPHIS' continued failure to comply after receipt of said notice. Either party may terminate this Sub-grant Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, MEMPHIS shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date, subject to the Master Grant requirements for reimbursement.

Governing Law. By execution of this Sub-grant Agreement, MEMPHIS agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Sub-grant Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other.

Procurement. MEMPHIS agrees to comply with all federal regulations in the performance of its duties under this Sub-grant Agreement, including the federal procuring requirements relative to public contracts and property management.

Lobbying. MEMPHIS certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of MEMPHIS to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Entire Agreement. This Sub-grant Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Sub-grant Agreement supersedes any prior written or oral agreements between the parties.

Amendments. This Sub-grant Agreement may be modified or amended, only if amendment is made in writing and signed by both parties.

Severability. If any provision of this Sub-grant Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Sub-grant Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Sub-grant Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Sub-grant Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

Order of Precedence. It is understood and agreed between the parties that should any of the terms or conditions of this Sub-grant Agreement or its amendments conflict with the terms and conditions of the Grant Agreement or its amendments the terms and conditions of the Grant Agreement and its amendments shall control.

Master List. The Parties to this grant initiative agree to provide a master list of officers associated with this initiative to the Shelby County Sheriff's Office, Office of Finance and Purchasing, Grants Section, for financial reporting purposes.

Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

Notwithstanding the foregoing, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services as an employee or independent contractor outside of his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the state agency's rules, policies or guidelines.

Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.

Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

Reporting Waste, Fraud, and Abuse. Pursuant to Tenn. Code Ann. Sect. 8-4-404, throughout the period in which a state agency or community grant agency receives public funds, the entity shall display in a prominent place, a sign at least eleven inches (11") in

height and seventeen inches (17") in width stating the following: "NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1800-232-5454."

Notices. Any notices required or permitted to be given under the provisions of this Sub-grant shall be effective only if in writing and delivered either in person to authorized agent as designated below or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY:

Shelby County District Attorney General's Office
Chief Administrative Officer
201 Poplar Avenue, 11th Floor
Memphis, Tennessee 38103
Attn.: Scott Sharpe
901-222-1459

and

Shelby County Government
Contract Administration
160 N. Main St., 9th floor
Memphis, Tennessee 38103
901-222-2100

CITY OF MEMPHIS:

Memphis Police Department Grants Office
170 N. Main, Suite 1121
Memphis, TN 38103
Attn: Julie Nations
901-636-3404

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, The parties hereto have executed their duly authorized signatures this 8th day of September 2019,
21

CITY OF MEMPHIS

By: [Signature]
Jim Strickland, Mayor

9/17/20

Date

ATTEST

[Signature] 9/21/20
Deputy Comptroller

POLICE SERVICES DIVISION

By: [Signature]
Michael Rollings, Director

6/23/20

Date

APPROVED AS TO LEGAL FORM:

By: [Signature]
9-10-20

Jennifer Sink
Chief Legal Officer/City Attorney CK

Date

SHELBY COUNTY GOVERNMENT

By: [Signature]
Lee Harris, Mayor

9/10/20

Date

APPROVED AS TO FORM AND LEGALITY:

By: [Signature]
Contract Administration/
Assistant County Attorney

8-25-2021

Date

**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2113 PHONE / (901) 222-2062 FAX**

DEPARTMENTAL COMMUNICATION

TO: Scott Sharpe
District Attorney General's Office

FROM: Glenda Pearson
Contracts Administration

DATE: December 20, 2021

SUBJECT: City of Memphis ("City")
Contract Number: CA2200581-1

Attached please find **one (1) fully executed** copy of the above-referenced contract that has been executed by Lee Harris, Shelby County Mayor, on behalf of Shelby County Government.

ONCE THE CITY EXECUTES THE DOCUMENT, PLEASE FORWARD A FULLY EXECUTED DOCUMENT TO THE CONTRACTS ADMINISTRATION DEPARTMENT.

Generally, contracts contain many terms and conditions and, in many instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please ensure that the appropriate individual within your department, who is responsible for monitoring and compliance with this agreement, is fully aware of its entire terms and conditions and any requirements contained therein. If any questions arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under a separate contract in a specific manner. The coordination of both contracts is mandatory. If any questions arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above-referenced contract number is shown on all invoices and correspondence about this contract.

Attachment(s)

*Contract (1)

**Second Amendment to Agreement
Between
Shelby County Government and
City of Memphis
Contract Number CA2200581-1**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 202~~1~~², ^{h e g} by and between Shelby County Government (hereinafter "COUNTY") and City of Memphis (hereinafter "MEMPHIS").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement"), County Contract Number CA2200581, on September 9, 2021 for \$60,136.00 to be used by MEMPHIS to pay for Cellebrite technology software and equipment needs related to investigations; and

WHEREAS, the parties previously entered into an Agreement to extend the term of the Agreement on August 25, 2021; and

WHEREAS, the parties are entering into a Second Amendment to extend the term of the Agreement from September 30, 2021 to September 30, 2022; and

WHEREAS, the FY18 Innovative Prosecution Solutions for Combatting Violent Crime and Illegal Opioids Grant Program providing compensation to the MEMPHIS has an end date of September 30, 2022; and

WHEREAS, an additional \$11,848.86 is needed for Cellebrite technology software and equipment to accomplish project goals related to investigations; and

WHEREAS, the FY18 Innovative Prosecution Solutions for Combatting Violent Crime and illegal Opioids Grant Program has funding available for additional Cellebrite technology software and equipment for investigations; and

WHEREAS, it has become necessary to amend the SCOPE OF SERVICES and TERM AND COMPENSATION of Contract Number CA2200581 to amend the end date of the Agreement to extend the term from September 30, 2021 to September 30, 2022 and to amend the total funds available to MEMPHIS through this Agreement to \$71,984.86 for the utilization of allowable resource costs amended and attached hereto as Exhibit "B" and Exhibit "C" and fully incorporated by reference, as if stated herein verbatim.

NOW THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The term of this Agreement (the "TERM") will be amended to extend the expiration date to September 30, 2022.
2. The funding available to MEMPHIS through this Agreement (the COMPENSATION) will be amended to increase the funding amount by \$11,848.86 making the funds available up to \$71,984.86.
3. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

The remainder of this page is left blank intentionally

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____ 2021.

CITY OF MEMPHIS

By: _____
Jim Strickland, Mayor

Date

APPROVED AS TO LEGAL FORM:

By: _____
Jennifer Sink
Chief Legal Officer/City Attorney


Date

SHELBY COUNTY GOVERNMENT

By:  _____
Lee Harris, Mayor

12/17/21
Date

APPROVED AS TO FORM AND LEGALITY:

By:  _____
Contract Administration
Assistant County Attorney

12/17/2021
Date

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12326, Dell Backup and NSX Replacement Servers to Dell Marketing LP, in the funded amount of \$199,748.16.

2. Additional Information

The project scope is to purchase Dell Services for the NSX and Backup Servers Replacement which includes five (5) years of hardware and software maintenance and support services for MLGW's Netters Business Center.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022, awarded Contract No. 12326, Dell Backup and NSX Replacement Servers to Dell Marketing LP in the funded amount of \$199,748.16, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to purchase Dell Services for the NSX and Backup Servers Replacement which includes five (5) years of hardware and software maintenance and support services for MLGW's Netters Business Center located at 1665 Whitten Road, Memphis, Tennessee 38134; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on September 1, 2021. MLGW solicited 20 bids; and received six (6) bids on September 28, 2021. The lowest and best bid received was from Dell Marketing LP in the amount of \$199,748.16. The term of this contract is 60 months from the date of the Notice to Proceed, which includes five (5) years of hardware and software maintenance and support services and provisions for annual hardware and software and support services. 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. 12326, Dell Backup and NSX Replacement Servers to Dell Marketing LP in the funded amount of \$199,748.16.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12326, Dell Backup and NSX Replacement Servers to Dell Marketing LP in the funded amount of \$199,748.16.

The project scope is to purchase Dell Services for the NSX and Backup Servers Replacement which includes five (5) years of hardware and software maintenance and support services for MLGW's Netters Business Center located at 1665 Whitten Road, Memphis, Tennessee 38134.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on September 1, 2021. MLGW solicited 20 bids; and received six (6) bids on September 28, 2021. The lowest and best bid received was from Dell Marketing LP in the amount of \$199,748.16. The term of this contract is 60 months from the date of the Notice to Proceed, which includes five (5) years of hardware and software maintenance and support services and provisions for annual hardware and software and support services. 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. 12326, Dell Backup and NSX Replacement Servers to Dell Marketing LP, in the funded amount of \$199,748.16, 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 3 to Contract No. 11595, Telvent Maintenance Agreement with Schneider Electric Smart Grid Solutions, LLC (formerly Telvent USA, LLC), in the funded amount of \$43,609.00. (This change is to ratify and extend the ArcFM Viewer software license for a term of 60 days which includes 320 licenses in the amount of \$23,609.00. The short-term extension is needed due to a delay in the completion of the project to replace ArcFM Viewer with the MIMS Mobile implementation project. MLGW is requesting \$20,000.00 in contingency funds to extend for an additional 60 days for any unforeseen conditions. The extension term of the contract will cover the period of January 1, 2022 through April 30, 2022.)

2. Additional Information

The project scope is to provide maintenance and support for the Oracle eBusiness Suite System.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved Change No. 3 to Contract No. 11595, Telvent Maintenance Agreement with Schneider Electric Smart Grid Solutions, LLC (*formerly* Telvent USA, LLC) to ratify and increase the contract value in the funded amount of \$43,609.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide maintenance and support for the Oracle eBusiness Suite System. This change is to ratify and extend the ArcFM Viewer software license for a term of 60 days which includes 320 licenses in the amount of \$23,609.00. The short-term extension is needed because there is a delay in the completion of the project to replace ArcFM Viewer with the MIMS Mobile implementation project. MLGW is requesting \$20,000.00 in contingency funds to extend the licenses for an additional 60 days in addition to the 60 days as quoted for any unforeseen conditions. The extension term of the contract will cover the period of January 1, 2022 through April 30, 2022 in the total funded amount of \$43,609.00. ArcFM Viewer is an add on GIS application to ESRI that is used by Construction Crews, Facility Locators and Troubleshooters to see where distribution facilities are located on a map. This is a critical application for use during power outages and other emergencies and is also a critical program for day to day use to especially see where underground facilities are located and how they are connected. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Schneider Electric Smart Grid Solutions, LLC. This ratification and extension complies with all applicable laws and policies. The new contract value is \$1,503,609.00; 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. 11595, Telvent Maintenance Agreement with Schneider Electric Smart Grid Solutions, LLC (*formerly* Telvent USA, LLC) to ratify and increase the contract value in the funded amount of \$43,609.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

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. 11595, Telvent Maintenance Agreement with Schneider Electric Smart Grid Solutions, LLC (*formerly* Telvent USA, LLC) to ratify and increase the contract value in the funded amount of \$43,609.00.

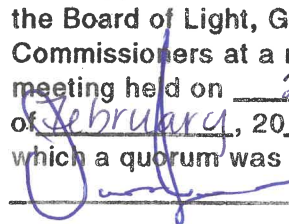
The project scope is to provide maintenance and support for the Oracle eBusiness Suite System. This change is to ratify and extend the ArcFM Viewer software license for a term of 60 days which includes 320 licenses in the amount of \$23,609.00. The short-term extension is needed because there is a delay in the completion of the project to replace ArcFM Viewer with the MIMS Mobile implementation project. MLGW is requesting \$20,000.00 in contingency funds to extend the licenses for an additional 60 days in addition to the 60 days as quoted for any unforeseen conditions. The extension term of the contract will cover the period of January 1, 2022 through April 30, 2022 in the total funded amount of \$43,609.00. ArcFM Viewer is an add on GIS application to ESRI that is used by Construction Crews, Facility Locators and Troubleshooters to see where distribution facilities are located on a map. This is a critical application for use during power outages and other emergencies and is also a critical program for day to day use to especially see where underground facilities are located and how they are connected. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Schneider Electric Smart Grid Solutions, LLC. This ratification and extension complies with all applicable laws and policies. The new contract value is \$1,503,609.00.

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. 11595, Telvent Maintenance Agreement with Schneider Electric Smart Grid Solutions, LLC (*formerly* Telvent USA, LLC) ratify and increase the contract value in the funded amount of \$43,609.00, as outlined in the foregoing preamble, is approved; and further,

THAT, The President, or his designated representative is authorized to execute the Ratification 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 5 to Contract No. 12324, Express Suite Support Services with Intellium, Incorporated in the funded amount of \$17,237.40. (This change is to expand the current scope to purchase 60 Hand-Held Android software licenses, software maintenance and support services for a three-year term. The contract term will remain through October 31, 2024.)

2. Additional Information

The project scope is to provide support services for the Intellinum Express Server and Express Client software. Both software applications are critical applications used by the MLGW Storeroom's hand-held computers that support inventory and processes such as material requisition issuing, cycle counts, material stocking, and inventory management.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved Change No. 5 to Contract No. 12324 (*Formerly C2231*), Express Suite Support Services with Intellinum, Incorporated to expand the current scope and increase the current contract value in the funded amount of \$17,237.40, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide support services for the Intellinum Express Server and Express Client software. Both software applications are critical applications used by the MLGW Storeroom's hand-held computers that support inventory and processes such as material requisition issuing, cycle counts, material stocking, and inventory management. The software applications support and integrate with the Oracle EBS Mobile Supply Chain application. This change is to expand the current scope to purchase 60 Hand-Held Android software licenses, software maintenance and support services for a three year term in the amount of \$17,237.40. The contract term will remain through October 31, 2024. This change complies with all applicable laws and policies. The new contract value is \$75,052.50; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12324 (*Formerly C2231*), Express Suite Support Services with Intellinum, Incorporated to expand the current scope and increase the current contract value in the funded amount of \$17,237.40 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12324 (*Formerly C2231*), Express Suite Support Services with Intellinum, Incorporated to expand the current scope and increase the current contract value in the funded amount of \$17,237.40.

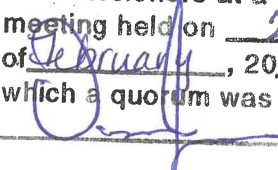
The project scope is to provide support services for the Intellinum Express Server and Express Client software. Both software applications are critical applications used by the MLGW Storeroom's hand-held computers that support inventory and processes such as material requisition issuing, cycle counts, material stocking, and inventory management. The software applications support and integrate with the Oracle EBS Mobile Supply Chain application. This change is to expand the current scope to purchase 60 Hand-Held Android software licenses, software maintenance and support services for a three year term in the amount of \$17,237.40. The contract term will remain through October 31, 2024. This change complies with all applicable laws and policies. The new contract value is \$75,052.50.

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. 5 to Contract No 12324, Express Suite Support Services with Intellinum, Incorporated to expand the current scope and increase the current contract value in the funded amount of \$17,237.40, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12235, TIBCO Jaspersoft Reporting Software subscription with TIBCO Software, Inc., in the funded amount of \$162,294.94. (This change is to renew the existing software maintenance, license and support services for the period covering June 1, 2022 through May 31, 2027 in the amount of \$162,294.94.)

2. Additional Information

The project scope is to provide TIBCO Jaspersoft software, which is a customizable business intelligence (BI) platform that is being used to design and manage reports & dashboard analytics in the Customer Information System (CIS).

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved Change No. 1 to Contract No. 12235, TIBCO Jaspersoft Reporting Software subscription with TIBCO Software, Inc. to renew the current contract in the funded amount of \$162,294.94, 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 TIBCO Jaspersoft software, which is a customizable business intelligence (BI) platform that is being used to design and manage reports & dashboard analytics in the Customer Information System (CIS). This change is to renew the existing software maintenance, license and support services for the period covering June 1, 2022 through May 31, 2027 in the amount of \$162,294.94. This renewal complies with all applicable laws and policies. The new contract value is \$232,794.94; 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. 12235, TIBCO Jaspersoft Reporting Software subscription with TIBCO Software, Inc. to renew the current contract in the funded amount of \$162,294.94 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

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. 12235, TIBCO Jaspersoft Reporting Software subscription with TIBCO Software, Inc. to renew the current contract in the funded amount of \$162,294.94.


The project scope is to provide TIBCO Jaspersoft software, which is a customizable business intelligence (BI) platform that is being used to design and manage reports & dashboard analytics in the Customer Information System (CIS). This change is to renew the existing software maintenance, license and support services for the period covering June 1, 2022 through May 31, 2027 in the amount of \$162,294.94. This renewal complies with all applicable laws and policies. The new contract value is \$232,794.94.

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. 12235, TIBCO Jaspersoft Reporting Software subscription with TIBCO Software, Inc. to renew the current contract in the funded amount of \$162,294.94, 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 2nd day of February, 2022, at which a quorum was present.

 Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12352, Smith Driving to Smith System, Inc. in the funded amount of \$300,000.00. The term of this contract is for two years.

2. Additional Information

The project scope is to allow Smith System, Inc., as a sole source provider, to provide defensive driving training techniques to MLGW employees. Classes will be provided for approximately 600 MLGW employees.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022, awarded Contract No. 12352, Smith Driving to Smith System, Inc. in the funded amount of \$300,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to allow Smith System, Inc., as a sole source provider, to provide defensive driving training techniques to MLGW employees. MLGW is requesting approval of this sole source award, which can only be provided by Smith System, Inc. due to the continuity of operations already established with the company. Currently, several Corporate Safety Specialists have already been trained to teach the Defensive Driving course provided by Smith System instructors. Classes will be provided for approximately 600 employees in the amount of \$227,400.00. MLGW is requesting contingency funds in the amount of \$72,600.00 to train additional employees as requested. The total funded amount of this award is \$300,000.00. The term of this contract is for two (2) years from the date of the Notice to Proceed. This sole source 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. 12352, Smith Driving to Smith System, Inc. in the funded amount of \$300,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

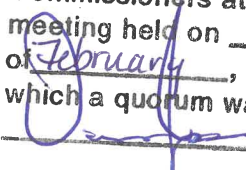
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12352, Smith Driving to Smith System, Inc. in the funded amount of \$300,000.00.

The project scope is to allow Smith System, Inc., as a sole source provider, to provide defensive driving training techniques to MLGW employees. MLGW is requesting approval of this sole source award, which can only be provided by Smith System, Inc. due to the continuity of operations already established with the company. Currently, several Corporate Safety Specialists have already been trained to teach the Defensive Driving course provided by Smith System instructors. Classes will be provided for approximately 600 employees in the amount of \$227,400.00. MLGW is requesting contingency funds in the amount of \$72,600.00 to train additional employees as requested. The total funded amount of this award is \$300,000.00. The term of this contract is for two (2) years from the date of the Notice to Proceed. This sole source 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. 12352, Smith Driving to Smith System, Inc. in the funded amount of \$300,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 2nd day of February, 2022, at which a quorum was present.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution approving Change No. 1 to Contract No. 12150, Mallory Wash Water Recovery with Chris-Hill Construction Company, LLC., to increase the current contract value in the amount of \$33,475.00. (This change is to expand the scope of the contract to furnish and install a flowable fill. The term of this contract will remain for the period covering September 1, 2020 through August 31, 2022.)

2. Additional Information

The project scope is to construct a complete wash water recovery tank, chemical storage facility, and a new chain link fence including, but not limited to, demolition work; excavation and backfill; underground concrete tank; gravity backwash water drain pipeline and appurtenances; pumping stations; complete yard piping; sitework; paving and electrical work and other related items of work located at the Mallory Pumping Station.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved Change No. 1 to Contract No. 12150, Mallory Wash Water Recovery with Chris-Hill Construction Company, LLC to expand the scope and increase the current contract value in the amount of \$33,475.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to construct a complete wastewater recovery tank, chemical storage facility, and a new chain link fence including, but not limited to, demolition work; excavation and backfill; underground concrete tank; gravity backwash water drain pipeline and appurtenances; pumping stations; complete yard piping; sitework; paving and electrical work and other related items of work located in Memphis and Shelby County, Tennessee. This change is to expand the scope of the contract to furnish and install a flowable fill and increase the contract value. A void was found during construction that could lead to asphalt failure and \$33,475.00 is being requested to pay the Contractor for the unforeseen condition. The term of the contract will remain for the period covering September 1, 2020 through August 31, 2022. This change complies with all applicable laws and policies. The new contract value is \$6,197,932.50; 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. 12150, Mallory Wash Water Recovery with Chris-Hill Construction Company, LLC to expand the scope and increase the current contract value in the amount of \$33,475.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

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. 12150, Mallory Wash Water Recovery with Chris-Hill Construction Company, LLC to expand the scope and increase the current contract value in the amount of \$33,475.00.

The project scope is to construct a complete washwater recovery tank, chemical storage facility, and a new chain link fence including, but not limited to, demolition work; excavation and backfill; underground concrete tank; gravity backwash water drain pipeline and appurtenances; pumping stations; complete yard piping; sitework; paving and electrical work and other related items of work located in Memphis and Shelby County, Tennessee. This change is to expand the scope of the contract to furnish and install a flowable fill and increase the contract value. A void was found during construction that could lead to asphalt failure and \$33,475.00 is being requested to pay the Contractor for the unforeseen condition. The term of the contract will remain for the period covering September 1, 2020 through August 31, 2022. This change complies with all applicable laws and policies. The new contract value is \$6,197,932.50.

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. 12150, Mallory Wash Water Recovery with Chris-Hill Construction Company, LLC to expand the scope and increase the current contract value in the amount of \$33,475.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding Contract No. 12337, Palmer Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc., in the funded amount of \$113,019.00.

2. Additional Information

The project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances at MLGW's Palmer Pumping Station located at 1241 East Holmes Road, Memphis, TN 38116.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022, awarded Contract No. 12337, Palmer Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$113,019.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances at MLGW's Palmer Pumping Station located at 1241 East Holmes Road, Memphis, TN 38116; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on October 13, 2021. MLGW solicited 17 bids; and received four (4) bids on November 16, 2021. The lowest and best bid received was from Tri-State Armature & Electrical Work, Inc. in the amount of \$113,019.00. The term of this contract is one (1) year 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. 12337, Palmer Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$113,019.00.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12337, Palmer Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$113,019.00.

The project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances at MLGW's Palmer Pumping Station located at 1241 East Holmes Road, Memphis, TN 38116.

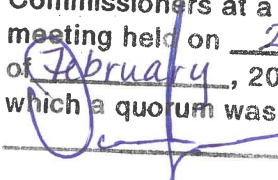
The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on October 13, 2021. MLGW solicited 17 bids; and received four (4) bids on November 16, 2021. The lowest and best bid received was from Tri-State Armature & Electrical Work, Inc. in the amount of \$113,019.00. The term of this contract is one (1) year 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. 12337, Palmer Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$113,019.00, 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding Contract No. 12336, Morton Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc., in the funded amount of \$347,723.00.

2. Additional Information

The project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances along with the relocation of the Filter Valve Actuator Contactor at MLGW's Morton Pumping Station located at 3150 Hawkins Mills Road, Memphis, TN 38128.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022, awarded Contract No. 12336, Morton Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$347,723.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances along with the relocation of the Filter Valve Actuator Contactor at MLGW's Morton Pumping Station located at 3150 Hawkins Mills Road, Memphis, TN 38128; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on October 13, 2021. MLGW solicited 17 bids; and received four (4) bids on November 16, 2021. The lowest and best bid received was from Tri-State Armature & Electrical Work, Inc. in the amount of \$347,723.00. The term of this contract is one (1) year 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. 12336, Morton Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$347,723.00.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12336, Morton Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$347,723.00.

The project scope is to remove and demolish the existing DPC System and install a new DPC System and necessary appurtenances along with the relocation of the Filter Valve Actuator Contactor at MLGW's Morton Pumping Station located at 3150 Hawkins Mills Road, Memphis, TN 38128.

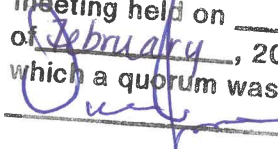
The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on October 13, 2021. MLGW solicited 17 bids; and received four (4) bids on November 16, 2021. The lowest and best bid received was from Tri-State Armature & Electrical Work, Inc. in the amount of \$347,723.00. The term of this contract is one (1) year 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. 12336, Morton Distributed Process Control (DPC) Installation to Tri-State Armature & Electrical Work, Inc. in the funded amount of \$347,723.00, 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Automotive Tool Group for a vacuum priming system; in the amount of \$64,254.40.

2. Additional Information

The vacuum priming system is required to start high service pumps at MLGW's pumping stations. The current vacuum priming system is nearing the end of its life and needs replacement.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved the purchase for a vacuum priming system 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; and

WHEREAS, the vacuum priming system is required to start high service pumps at MLGW's pumping stations. The current vacuum priming system is nearing the end of its life and is in need of replacement; and

WHEREAS, bids were opened on November 10, 2021. Notice to Bidders was advertised. Twenty-two (22) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of Automotive Tool Group. 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 vacuum priming system from Automotive Tool Group in the amount of \$64,254.40 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Automotive Tool Group in the amount of \$64,254.40 for a vacuum priming system.

The vacuum priming system is required to start high service pumps at MLGW's pumping stations. The current vacuum priming system is nearing the end of its life and is in need of replacement.

Bids were opened on November 10, 2021. Notice to Bidders was advertised. Twenty-two (22) bids were solicited, and three (3) bids were received with the most responsive and best complying bidder being the firm of Automotive Tool Group. This award complies with all applicable laws and policies.

The 2022 budgeted amount for Water Pumping Stations is \$13,093,000.00; of which \$64,254.40 will be spent on this purchase order in 2022; leaving a balance of \$ \$13,028,745.60 after award; and

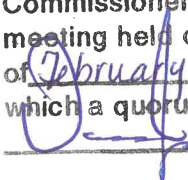
NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, award of contract to Automotive Tool Group is approved for furnishing:

Automatic Duplex Priming System, Model QVD-31RV-120HG-AP (SPS) in accordance with MLGW specifications for Replacement Vacuum Priming System at Sheahan Water Pumping Station,

Totaling \$64,254.40; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said price being firm; terms net 15 days; delivery 14-16 weeks.

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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Industrial Controls & Electrical, LLC., for distributed process control panels for Palmer Pumping Station; in the amount of \$197,658.28.

2. Additional Information

The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Palmer Pumping Station.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved the purchase for control panels for Palmer Pumping Station 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; and

WHEREAS, the distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Palmer Pumping Station; and

WHEREAS, bids were opened on November 17, 2021. Notice to Bidders was advertised. Five (5) bids were solicited, and three (3) bids were received with the lowest and best complying bidder being the firm of Industrial Controls & Electrical, LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of control panels for Palmer Pumping Station from Industrial Controls & Electrical, LLC in the amount of \$197,658.28 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Industrial Controls & Electrical, LLC in the amount of \$197,658.28 for distributed process control panels for Palmer Pumping Station.

The distributed process control panels will replace the existing old and obsolete control panels that are currently installed at Palmer Pumping Station.

Bids were opened on November 17, 2021. Notice to Bidders was advertised. Five (5) bids were solicited, and three (3) bids were received with the lowest and best complying bidder being the firm of Industrial Controls & Electrical, LLC. This award complies with all applicable laws and policies.

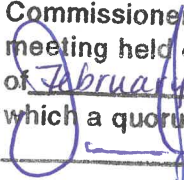
The 2022 budgeted amount for Water Pumping Stations is \$13,093,000.00; of which \$197,658.28 will be spent on this purchase order in 2022; leaving a balance of \$12,895,341.72 after award; and

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 Industrial Controls & Electrical, LLC is approved for furnishing:

Distributed Process Control (DPC) panels for Palmer Pumping Station in accordance with MLGW specifications and drawings.

Totaling \$197,658.28; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said price being firm; terms net 30 days; delivery by June 30, 2022.

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 2nd day of February, 2022, at which a quorum was present.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. **Description of the item**

Resolution awarding a purchase order to AutoNation Ford Memphis, for ½-ton pickup trucks in the amount of \$2,036,521.00.

2. **Additional Information**

The ½-ton pickup trucks will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved the purchase of ½-ton pickup trucks 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; and

WHEREAS, the ½-ton pickup trucks will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs; and

WHEREAS, bids were opened on December 22, 2021. Notice to Bidders was advertised. Four (4) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of AutoNation Ford Memphis. This award complies with all applicable laws and policies.

The award to AutoNation Ford Memphis includes the following:

- 5 - ½ - ton short wheel-base pickup trucks;
- 2 - ½ - ton extended cab, 4-wheel drive pickup trucks;
- 14 - ½ - ton long wheel-base pickup trucks;
- 3 - ½ - ton long wheel-base 4 x 4 pickup trucks;
- 16 - ½ - ton extended cab, short wheel-base pickup trucks;
- 1 - ½ - ton crew cab and chassis short wheel-base pickup truck;

1 - ½ - ton crew cab and chassis short wheelbase 4 x 4 pickup truck;

27 - ½ - ton long wheelbase pick-up trucks;

1 - ½ - ton extended cab, short wheel-base pickup truck;

1 - ½ - ton crew cab and chassis short wheelbase 4 x 4 pickup truck; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of ½-ton pickup trucks from AutoNation Ford Memphis in the sum of \$2,036,521.00 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to AutoNation Ford Memphis in the amount of \$2,036,521.00 for ½-ton pickup trucks.

The ½-ton pickup trucks will be used by Division crews to maintain the electric, gas and water systems and for various customer service functions throughout Shelby County. These vehicles will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.

Bids were opened on December 22, 2021. Notice to Bidders was advertised. Four (4) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of AutoNation Ford Memphis. This award complies with all applicable laws and policies.

The 2022 budgeted amount for the purchase of Transportation and Fleet Services is \$12,736,048.00; of which \$2,036,521.00 will be spent on this purchase order in 2022; leaving a balance of \$10,699,527.00 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 AutoNation Ford Memphis is approved for furnishing:

5 - ½ - ton short wheel-base pickup trucks, all in accordance with Division Specification No. TPU-22-0065;

2 - ½ - ton extended cab, 4-wheel drive pickup trucks, all in accordance with Division Specification No. TPU-22-0066;

14 - ½ - ton long wheel-base pickup trucks, all in accordance with Division Specification No. TPU-22-0074;

3 - ½ - ton long wheel-base 4 x 4 pickup trucks, all in accordance with Division Specification No. TPU-22-007;

16 - ½ - ton extended cab, short wheel-base pickup trucks, all in accordance with Division Specification No. TPU-22-0078;

1 - ½ - ton crew cab and chassis short wheel-base pickup truck, all in accordance with Division Specification No. TPU-22-0080;

1 - ½ - ton crew cab and chassis short wheel-base 4 x 4 pickup truck, all in accordance with Division Specification No. TPU-22-0081;

27 - ½ - ton long wheelbase pick-up trucks, all in accordance with Division Specification No. TPU-22-0074;

1 - ½ - ton extended cab, short wheel-base pickup truck, all in accordance with Division Specification No. TPU-22-0078;

1 - ½ - ton crew cab and chassis short wheelbase 4 x 4 pickup truck, all in accordance with Division Specification No. TPU-22-0081;

Total amount of award is \$2,036,521.00; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 270 days 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Rush Truck Centers of Tennessee for the purchase of a six-yard dump truck in the amount of \$101,367.00.

2. Additional Information

This purchase is for a six-yard dump body truck which will be used to maintain the electric, gas and water systems and for various customer service functions throughout Memphis and Shelby County.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved the purchase of a six-yard dump truck 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; and

WHEREAS, this purchase is for a six-yard dump body truck which will be used to maintain the electric, gas and water systems and for various customer service functions throughout Memphis and Shelby County; and

WHEREAS, bids were opened on December 29, 2021. Notice to Bidders was advertised. Six (6) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee. 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 six-yard dump truck from Rush Truck Centers of Tennessee for the sum of \$101,367.00 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Rush Truck Centers of Tennessee in the amount of \$101,367.00 for the purchase of a six-yard dump truck.

This purchase is for a six-yard dump body truck which will be used to maintain the electric, gas and water systems and for various customer service functions throughout Memphis and Shelby County.

Bids were opened on December 29, 2021. Notice to Bidders was advertised. Six (6) bids were solicited and two (2) bids were received with the lowest and best complying bidder being the firm of Rush Truck Centers of Tennessee. This award complies with all applicable laws and policies.

The 2022 budgeted amount for Transportation and Fleet Services is \$4,201,000.00; of which \$101,367.00 will be spent on this purchase order in 2022; leaving a balance of \$4,099,633.00 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 Rush Truck Centers of Tennessee is approved for furnishing:

Latest model cab and chassis having at least a 54,000-pound GVW rating and a six-yard dump body all in accordance with Division Specification No. T6YDT-21-5122;

Totaling \$101,367.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; prices being firm, terms net 30 days, delivery 210-240 days after receipt of order.

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 2nd day of February, 2022, at which a quorum was present.

 Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution awarding a purchase order to Enfinity Supply, LLC., for lamps in the amount of \$54,855.00.

2. Additional Information

The lamps are used in street and leased lighting luminaires throughout Shelby County. The lamps are needed to replenish inventory for maintenance and various lighting projects.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022, approved a purchase order for lamps 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; and

WHEREAS, the lamps are used in street and leased lighting luminaires throughout Shelby County. The lamps are needed to replenish inventory for maintenance and various lighting projects; and

WHEREAS, bids were opened on December 15, 2021. Notice to Bidders was advertised. Fifteen (15) bids were solicited, and four (4) bids were received with the lowest and best complying bidder being the firm of Enfinity Supply, LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved a purchase order for lamps from Enfinity Supply, LLC for the sum of \$54,855.00 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Enfinity Supply, LLC in the amount of \$54,855.00 for lamps.

The lamps are used in street and leased lighting luminaires throughout Shelby County. The lamps are needed to replenish inventory for maintenance and various lighting projects.

Bids were opened on December 15, 2021. Notice to Bidders was advertised. Fifteen (15) bids were solicited and four (4) bids were received with the lowest and best complying bidder being the firm of Enfinity Supply, LLC. This award complies with all applicable laws and policies.

The 2022 budgeted amount for Electric - Street Light Maintenance is \$2,122,000.00; the amount spent to date is \$2,576.58; leaving a balance available of \$2,119,423.42 to be spent in 2022; of which \$54,855.00 will be spent in 2022 on this purchase order; leaving a balance available of \$2,064,568.42 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of a purchase order to Enfinity Supply, LLC for furnishing:

4,500 each -Lamp 200W HPS HID Mogul Base; Lamp, 200-watt, high pressure sodium, non-cycler type, high intensity discharge lamps with mogul base. This lamp is to be ecologically environmentally safe and pass the environmental protection agency's toxicity characteristic leaching procedures (TCLP) test for mercury (HG) and therefore, would not require special handling or disposal fees;

Total award amount is \$54,855.00; f.o.b. Memphis, Tennessee, our dock, transportation prepaid; said price being firm; delivery 24 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 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the item

Resolution approving Change No. 1 to Contract No. 11834, Legal Research Services with Lexis Nexis, a Division of Relix, Inc. in the funded amount of \$15,525.01. (This change is to ratify and increase the current contract value in the amount of \$15,525.01 to continue to make payments on the Legal Online Research Subscription. The term of the contract will remain from February 1, 2017 through January 31, 2022.)

2. Additional Information

The project scope is to provide on-line legal research services bundled in packages of sources as well as a la carte from Contractor's catalogs of products and services.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of February 2, 2022 approved Change No. 1 to Contract No. 11834, Legal Research Services with Lexis Nexis, a Division of Relix, Inc. to ratify and increase the current contract value in the funded amount of \$15,525.01, and is now recommending to the Council of the City of Memphis that it approves said ratification and change as approved; and

WHEREAS, the project scope is to provide on-line legal research services bundled in packages of sources as well as ala-carte from Contractor's catalogs of products and services. This change is to ratify and increase the current contract value in the amount of \$15,525.01 to continue to pay subscription invoices through the end of the term. The term of the contract will remain from February 1, 2017 through January 31, 2022. This ratification and change complies with all applicable laws and policies. The new contract value is \$291,961.01; 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. 11834, Legal Research Services with Lexis Nexis, a Division of Relix, Inc. to ratify and increase the current contract value in the funded amount of \$15,525.01 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
February 2, 2022

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. 11834, Legal Research Services with Lexis Nexis, a Division of Relix, Inc. to ratify and increase the current contract value in the funded amount of \$15,525.01.

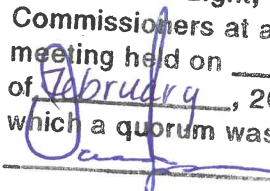
The project scope is to provide on-line legal research services bundled in packages of sources as well as ala-carte from Contractor's catalogs of products and services. This change is to ratify and increase the current contract value in the amount of \$15,525.01 to continue to pay subscription invoices through the end of the term. The term of the contract will remain from February 1, 2017 through January 31, 2022. This ratification and change complies with all applicable laws and policies. The new contract value is \$291,961.01.

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 11834, Legal Research Services with Lexis Nexis, a Division of Relix, Inc. to ratify and increase the current contract value in the funded amount of \$15,525.01, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-~~special~~ meeting held on 2nd day of February, 2022, at which a quorum was present.


Secretary-Treasurer

City of Memphis



TENNESSEE

JIM STRICKLAND
MAYOR

January 24, 2022

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Mario Walker

be appointed to the Memphis Landmarks Commission with a term expiration date of July 14, 2025.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Strickland".

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

LANDMARKS COMMISSION

9 Member Board

5 Year Term

Oath of Office Required

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

Joy Doss	F/B	08-31-24
Joyce Cox	F/B	06-30-23
Felicia Boyd	F/B	08-13-22
Peter Warren	M/W	10-31-21
Joyce Selena Love	F/Mr	07-24-25
Brown Gill LUCB REP	M/W	07-14-25
Vacancy (Margot Payne)	M/W	07-14-25
Cyndy Grivich Tucker	F/W	08-31-23
Natasha Strong	F/B	05-26-23

Update 12-29-21

City of Memphis



TENNESSEE

JIM STRICKLAND
MAYOR

January 24, 2022

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Emily Greer

be appointed to the Memphis and Shelby County Community Redevelopment Agency with a term expiration date of August 31, 2024.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Strickland", written over a circular stamp or seal.

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

**MEMPHIS & SHELBY COUNTY COMMUNITY REDEVELOPMENT
AGENCY**

7 Member Board

Oath of Office Required

(3) City & (3) County (1) Joint

4 Year Term

Purpose:

The enabling legislation of the Community Redevelopment Act of 1998 gave Memphis and Shelby County the exclusive authority to establish a Community Redevelopment Agency with all the powers necessary to plan, finance and implement major redevelopment projects. The Community Redevelopment Agency was established for improving the quality of life through the prevention and elimination of slum and blight and providing affordable housing for low to moderate-income families within Memphis and Shelby County.

Members:

Cantor, Sam	M/W	08-31-21
Vacating--Mason, Sr., R. Miles	M/W	08-31-20
Kandace Stewart	F/B	08-31-24

Langston, Ann W. (Joint Appointment)		08-31-16
---	--	-----------------

Updated 01-24-22

Ordinance No. _____

AN ORDINANCE TO AMEND CHAPTER 41- WRECKERS OR TOWING OPERATOR OF THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE, TO DEFINE PRIVATE PROPERTY, ADD A METHOD OF PAYMENT PROVISION, AND REQUIRE THE PUBLISHING OF RATES

WHEREAS, the Memphis City Council strives to ensure our laws are clear, current and relevant to keep our citizens safe and best serve our business community, assisting them in operating in accord with the laws contained within the Tennessee Code Annotated and the Code of Ordinances of Memphis, Tennessee; and

WHEREAS, the City of Memphis has a significant governmental interest in protecting the health, safety and welfare of the general public and preserving the public order; and

WHEREAS, Chapter 41 of the Code of Ordinances of Memphis, Tennessee, allows the Memphis City Council to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of the public, and the peace and dignity of the City; and

WHEREAS, the Memphis City Council has received complaints from the public regarding the fee requirements of wrecking and towing companies and the ways in which it limits the public's ability to access those services; and

WHEREAS, the absence of a provision that clearly defines private property causes Chapter 41 to be vague and unclear in its application; and

WHEREAS, the Memphis City Council desires to minimize and control the adverse effects that occur when the public is required to remit payment to wrecking and towing companies in the form of cash during a time where a larger number of transactions are done through alternative methods of payment, such as credit and debit cards; and

WHEREAS, the Memphis City Council wishes to better regulate the wrecker and towing industry to conform to present day conditions and to provide for the protection of the public interest relating to the towing of vehicles; and

WHEREAS, this amendment does not relate to, and is not intended to regulate, the price, route, or provision of consensual towing services as preempted by the Federal Authority over Intrastate Transportation, codified in 49 U.S.C. § 14501(c)(1).

NOW, THEREFORE,

Section 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that

Chapter 41- Wreckers and Towing Operator- of the Code of Ordinances, is hereby amended to add the following provisions:

Sec. 41-2. Definitions:

Private Property- for the purposes of this Chapter, includes, but is not limited to, a parking lot or garage for use by patrons of a particular business, or businesses or a lot or garage used for temporary storage of passenger cars or trucks for a fee and is staffed by an attendant.

Sec. 41-10. Emergency Wrecker Service and Wrecker Service Requirements and Records.

Add subsection (f):

- (f) Every wrecker company or towing operator doing business within the corporate city limits of the City of Memphis shall publish its rates in such a place as to be in full view of anyone wishing to inspect same and/or be communicated to the owner of the vehicle, or party seeking the service, prior to services being rendered.

Sec. 41-12. Methods of Payment.

- (a) Every wrecker company or towing operator and/or storage facility doing business within the corporate limits of the City of Memphis shall accept payment by:
 - 1. Cash
 - 2. Major credit card (i.e., Visa, Mastercard, American Express)
 - 3. Mobile payment apps (i.e., Cash App, Venmo, PayPal, Apple Pay)
- (b) There may be an additional fee of no more than 2% charged for use of a credit card.

Sponsors:
Martavius Jones
JB Smiley, Jr.