

**NOTICE TO INTERESTED OWNERS OF PROPERTY  
(APPEAL OF LAND USE CONTROL BOARD ACTION)**

You will take notice that a public hearing will be held by the City Council of the City of Memphis, Tennessee, meeting in session in the Council Chambers, First Floor, City Hall, 125 North Main Street, Memphis, Tennessee, 38103, on Tuesday, \_\_\_\_\_ at 3:30 P.M., in the matter of granting an application for an appeal of decision made by the Memphis and Shelby County Land Use Control Board, as follows:

- CASE NUMBER:** MJR 2022-023 (PD 95-380 CORRES.)
- LOCATION:** 4310 Tchulahoma Road
- COUNCIL DISTRICTS:** District 3 and Super District 8 – Positions 1, 2, and 3
- APPEALANTS:** Mary Donald; Pedro, Magdalena, and Araceli Rodriguez; Jessie and Angela Clayton; Billy and Barbara Agee; Lewis and Elaine Crafton; Peggy and Judith Duffy on behalf of the Tchulahoma Corridor Neighborhood Watch; and O’Rane M. Cornish, Sr.
- EXISTING ZONING:** Regulated by PD 95-380 – Parcels E and F, which allow uses permitted in the Employment (EMP) District with certain limitations
- REQUEST:** Overturn a decision of the Land Use Control Board (LUCB)  
(The LUCB approved a site plan review for two warehouses within the Raines Road Planned Urban Development)
- AREA:** +/-106.22 acres (note this calculation includes areas marked as “future phase”)

**RECOMMENDATIONS:**

Memphis and Shelby County Division of Planning and Development: *Approval with conditions*

Memphis and Shelby County Land Use Control Board: *Approval with conditions*

**NOW, THEREFORE**, you will take notice that on Tuesday, \_\_\_\_\_, at 3:30 P.M. the City Council of the City of Memphis, Tennessee will be in session at the City Hall, Council Chambers, 125 North Main Street, Memphis, Tennessee 38103 to hear remonstrance’s or protests against the making of such changes; such remonstrance’s or protests must be by personal appearances, or by attorneys, or by petition, and then and there you will be present if you wish to remonstrate or protest against the same.

This case will also be heard at the Planning and Zoning Committee on the same day with the specific time to be determined prior to the meeting date and posted on the City of Memphis’ website.

**THIS THE** \_\_\_\_\_, \_\_\_\_\_

**JAMITA SWEARENGEN**  
***CHAIRMAN OF COUNCIL***

**ATTEST:**

**DYWUANA MORRIS**  
***CITY COMPTROLLER***

**TO BE PUBLISHED:** \_\_\_\_\_

**NOTICE TO INTERESTED OWNERS OF PROPERTY  
(APPEAL OF LAND USE CONTROL BOARD ACTION)**

Notice is hereby given that, pursuant to Section 8-44-108 of the Tennessee Code Annotated, a Telephonic/Electronic Public Hearing will be held by the City Council of the City of Memphis on Tuesday, \_\_\_\_\_ at 3:30 P.M., in the matter of granting an application for an appeal of decision made by the Memphis and Shelby County Land Use Control Board, as follows:

- CASE NUMBER:** MJR 2022-013 (PD 82-032 CORRES.)
- LOCATION:** South side of TN 385, north side of Riverdale Bend Road and east of Riverdale Road
- COUNCIL DISTRICTS:** District 2 and Super District 9 – Positions 1, 2, and 3
- APPEALANT:** Prentiss Mitchell on behalf of MIM LLC
- EXISTING ZONING:** PD 82-32 approved conditions
- REQUEST:** Overturn a decision of the Land Use Control Board (LUCB)  
(The LUCB denied a major modification to change the approved uses from Office General to Commercial Mixed Use – 3 for the purpose of erecting an off-premise sign)
- AREA:** +/-1.71 acres

**RECOMMENDATIONS:**

Memphis and Shelby County Division of Planning and Development: *Rejection*

Memphis and Shelby County Land Use Control Board: *Rejection*

**NOW, THEREFORE**, you will take notice that on Tuesday, \_\_\_\_\_, at 3:30 P.M. the City Council of the City of Memphis, Tennessee will be in session to hear opposition against the making of such changes; such opposition must be by personal appearances, or by attorneys, or by petition, and must registered to speak by Monday, \_\_\_\_\_, at 8 A.M.

You may register to speak by contacting Ashleigh Hayes at [ashleigh.hayes@memphistn.gov](mailto:ashleigh.hayes@memphistn.gov) no later than Monday, \_\_\_\_\_, at 8 A.M. with your (i) name, (ii) address, and (iii) phone number. Please note that, due to time limitations under the Council's Rules of Procedure, each side may speak no longer than fifteen (15) minutes. Thus, it is strongly encouraged that one, or two, spokespersons speak per side.

Please note video of this meeting will be streamed live on the City of Memphis' website. You may view this video by going to [memphistn.gov](http://memphistn.gov), then going to the "Government" tab at the bottom and then select "Watch Public Meetings." The direct link is: <https://www.memphistn.gov/cms/One.aspx?portalId=11150816&pageId=15334953>

This case will also be heard at the Planning and Zoning Committee on the same day with the specific time to be determined prior to the meeting date and posted on the City of Memphis' website.

**THIS THE** \_\_\_\_\_, \_\_\_\_\_

**JAMITA SWEARENGEN**  
**CHAIRMAN OF COUNCIL**

**ATTEST:**

**DYWUANA MORRIS**  
**CITY COMPTROLLER**

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**TO BE PUBLISHED:**



RESOLUTION approving the Engineering plans for:  
**Stateline North - 5414 & 5420 Tulane Road**  
and accepting bond as security

WHEREAS, **DRG Industrial Fund/Stateline Parcel 1, LLC.**, the Developer of a certain property in the present limits of the City of Memphis, and located at 5414 & 5420 Tulane Road in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **DRG Industrial Fund/Stateline Parcel 1, LLC.** 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 **Stateline North - 5414 & 5420 Tulane Road** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accepts the **RLI Insurance Company Performance Bond No. CMS0348440** in the amount of **\$306,200.00** as security for the standard improvement contract.



RESOLUTION approving the Engineering plans for:  
**DMC Mobility Center Signal Modifications (Main & Beale)**  
and acceptance of Bond

WHEREAS, **Downtown Memphis Commission**, the Developer of a certain property in the present limits of the City of Memphis, and located at northwest corner of South Main Street and Beale Street in Memphis, Tennessee.

and

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

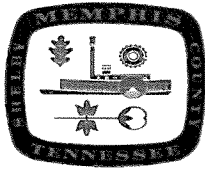
and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Downtown Memphis Commission** 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 **DMC Mobility Center Signal Modifications (Main & Beale)** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accepts the Travelers Casualty and Surety Company Performance Bond No. **107599435** in the amount of **\$55,100.00** as security.



RESOLUTION approving the Engineering plans for:  
**4726 & 4730 Summer Avenue ASPR 2021-038**  
and accepting Bond as security

WHEREAS, **BRG Development** is the Developer of a certain property in the present limits of the City of Memphis, located at 4726 and 4730 Summer Avenue, in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **BRG Development** 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 **4726 & 4730 Summer Avenue ASPR 2021-038** 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 **Bank3, Letter of Credit No. 126** in the amount of **\$48,000.00** as security.



RESOLUTION approving the Engineering plans for:  
**Southridge Industrial Park – 6401 East Shelby Drive**  
and accepting Bond as security

WHEREAS, **RW Memphis Southridge, LLC.**, is the Developer of a certain property in the present limits of the City of Memphis, located at 6401 East Shelby Drive, in Memphis, Tennessee.

and

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

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **RW Memphis Southridge, LLC.**, 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 **Southridge Industrial Park – 6401 East Shelby Drive** 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** in the amount of **\$114,600.00** as security for project.



RESOLUTION approving the Engineering plans for:  
**Fill-N-Go South Third (SUP 20-12)**  
and accepting Bond as security

WHEREAS, **ISRAA, Inc.**, is the Developer of a certain property in the present limits of the City of Memphis, located on the west side of South Third Street approximately 900 feet north of Peebles Street, in Memphis, Tennessee.

and

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

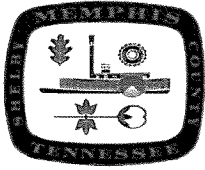
and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **ISRAA, Inc.**, 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 **Fill-N-Go South Third (SUP 20-12)** 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 **Regions Letter of Credit No. 55110285** in the amount of **\$101,600.00**, as security for project



RESOLUTION accepting public improvements for  
**Velo at Shelby Farms [CR-5313 & CR-5313AM]**  
and approve **release of Bond**

WHEREAS, **Arlington Memphis, LLC.**, the Developer, has completed public improvements within the present limits of the City of Memphis located 7620 Raleigh-Lagrange as indicated on the engineering plans entitled **Velo at Shelby Farms [CR-5313 & CR-5313AM]**

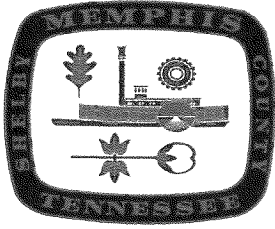
and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Velo at Shelby Farms [CR-5313 & CR-5313AM]** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the Westchester Fire Insurance Company Performance Bond No. **K13538244** in the amount of **\$180,300.00**, held as security for the Standard Improvement Contract is **hereby ordered released**.





## **A Resolution to accept, allocate and appropriate grant funds in the amount of of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Institute of Museum and Library Services.**

**WHEREAS**, the City of Memphis, Division of Library Services, Memphis Public Library and Information Center has received award funds in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Institute of Museum and Library Services; and

**WHEREAS**, these funds will be used to purchase supplies and equipment; and

**WHEREAS**, it is necessary to amend the Fiscal Year 2022 Operating Budget to establish funds for the Supplies and Equipment; and

**WHEREAS**, it is necessary to accept, allocate, and appropriate the award funds in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Institute of Museum and Library Services for the Supplies and Equipment; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Supplies and Equipment Award funds in the amount of Ten Thousand and Zero Cents (\$10,000.00) from the Institute of Museum and Library Services to purchase supplies and equipment be accepted by the City of Memphis;

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 Operating Budget be and is hereby amended by allocating and appropriating the revenues and expenditures for the Supplies and Equipment Award funds in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Institute of Museum and Library Services; as follows:

### Revenue

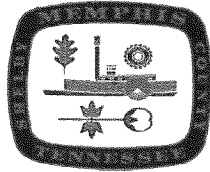
Federal Funds \$ 10,000.00

TOTAL \$10,000.00

### Expenditures

Supplies and Equipment \$10,000.00

TOTAL \$10,000.00



## Memphis City Council Summary Sheet

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

Resolution to accept/allocate/appropriate funds in the amount of \$10,000.00 from the Institute of Museum and Library Services to purchase Library program supplies and equipment.

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

Library 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.**

This will impact all Council Districts/Super Districts.

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

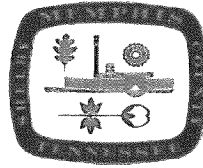
This requires a new contract between the City of Memphis and Institute of Museum and Library Services.

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

FY22 Budget will need to be amended.

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

N/A



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate grant funding in the amount of \$1,038,400 from the State of Tennessee for In-Service Training.

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

Fire Services is the initiating party.

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

There is no change to an existing ordinance or resolution.

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

All council and super districts.

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

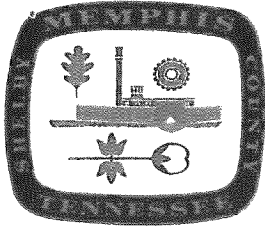
This will not require a new contract.

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

This requires an expenditure of funds and a budget adjustment.

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

N/A



## Resolution – Fire Services

**A resolution to accept and appropriate grant funding in the amount of One Million Thirty-Eight Thousand Four Hundred Dollars (\$1,038,400.00) from the State of Tennessee for In-Service Training for 1,298 employees.**

**WHEREAS**, the City of Memphis Division of Fire Services has received funds in the amount of One Million Thirty-Eight Thousand Four Hundred Dollars (\$1,038,400.00) from the State of Tennessee; and

**WHEREAS**, these funds will be used for In-Service Training for 1,298 Fire Service personnel who have met the 40-hour minimum in-service training requirement; and

**WHEREAS**, it is necessary to accept the grant funding and amend the Fiscal Year 2022 Misc Grant Budget to establish funds for the In-Service Training Grant; and

**WHEREAS**, it is necessary to accept, allocate and appropriate the grant funds in the amount of One Million Thirty-Eight Thousand Four Hundred Dollars (\$1,038,400.00) for the In-Service Training Grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the In-Service Training Grant funds in the amount of One Million Thirty-Eight Thousand Four Hundred Dollars (\$1,038,400.00) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED** that the Fiscal Year 2022 Misc Grant Fund budget be and is hereby amended by allocating and appropriating the Expenditures and Revenues for the In-Service Training Grant in the amount of One Million Thirty-Eight Thousand Four Hundred Dollars (\$1,038,400.00) as follows:

<u>Revenue</u>	
In-Service State Grant	\$1,038,400.00

<u>Expenses</u>	
Full Time Salaries	\$1,038,400.00



STATE OF TENNESSEE  
 DEPARTMENT OF COMMERCE AND INSURANCE  
**COMMISSION ON FIRE FIGHTING PERSONNEL STANDARDS  
 AND EDUCATION**

2161 Unionville Deason Road  
 Bell Buckle, Tennessee 37020  
 931-294-4140

Send Hard Copy to the Address Above

**EDUCATIONAL INCENTIVE PAY  
 REQUEST TO THE  
 TENNESSEE COMMISSION ON FIRE  
 FIGHTING**

I have examined the attached reporting form and find it complete and correct to the best of my knowledge. This fire department is part of the unit of government for which I am the Chief Administrative Officer.

Request for payment is made with the understanding that payments disbursed by the State of Tennessee are subject to the deduction of applicable taxes by the local unit of government before disbursement to eligible full-time personnel.

TOTAL NUMBER OF FIRE SERVICE PERSONNEL FOR WHICH EDUCATIONAL INCENTIVE PAY IS REQUIRED FOR : 1298

I certify that the personnel listed were on the payroll or were volunteer firefighters as of December 31, 2021, and are eligible to receive the educational incentive pay requested based upon conditions outlined in Chapter 0360-7-1 of the Commission's Rules and Regulations.

[Signature]  
 Signature of Chief Administrative Official

2-23-22  
 Date

Douglas A McOWEN  
 Printed Name of Chief Administrative Official

MEMPHIS TN  
 City or County

**MAILING ADDRESS:**

125 N. MAIN ST, STE 308  
MEMPHIS TN 38103

**FOR COMMISSION USE ONLY:**

# of Fire Personnel: \_\_\_\_\_ Date Received in Office: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_



**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
COMMISSION ON FIRE FIGHTING**  
2161 Unionville Deason Road  
Bell Buckle, Tennessee 37020  
931-294-4140

Must Be Sent Hard Copy to the Address Above

**NOTARIZED STATEMENT OF FIRE CHIEF**

I certify that I have carefully reviewed the In-Service Report Form(s) submitted to the Tennessee Commission on Fire Fighting Personnel Standards and Education for my Department for the 1298 training year. I further attest to the accuracy and completeness of the form(s) by affixing my signature to this document.

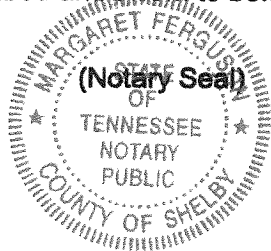
Finally, I acknowledge that submitting false or misleading to the Commission my result in the revocation or suspension of my certification and may result in criminal prosecution. If I discover an error in forms previously submitted, I will notify the Commission of the error immediately, submit corrected records and return any funds paid in error.

MEMPHIS FIRE SERVICES  
Department Name

[Signature]  
Signature of Fire Chief

GINA Y. SWEAT  
Printed Name of Fire Chief

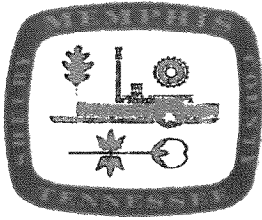
Subscribed and sworn to before me this 22 day of 2 2022.



[Signature]  
Notary Public

My Commission expires on the 26 day of November 2023.





**A resolution to accept and appropriate discretionary federal funding for qualifying law enforcement reimbursement following a mass violence incident**

**WHEREAS**, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Thirteen Thousand Three Hundred Fifteen Dollars (\$13,315.00) from the State of Tennessee, Office of Criminal Justice Programs; and

**WHEREAS**, this award will be used for qualifying law enforcement reimbursement; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY2022 Operating Budget to establish funds for the Emergency Federal Law Enforcement Assistance (EFLEA) grant; and

**WHEREAS**, it is necessary to appropriate Thirteen Thousand Three Hundred Fifteen Dollars (\$13,315.00) for the EFLEA State of Tennessee, Office of Criminal Justice Programs grant project;

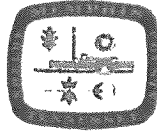
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the EFLEA FY22 State of Tennessee, Office of Criminal Justice Programs grant funds in the amount of Thirteen Thousand Three Hundred Fifteen Dollars (\$13,315.00) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2022 Operating Budget for Grants Fund 205 be hereby amended by appropriating the Expenditures and Revenue for the State of Tennessee, Office of Criminal Justice Programs EFLEA FY22 grant as follows:

<b>Revenue</b>	
State of Tennessee, Criminal Justice Programs	<u>\$13,315.00</u>
<b>Total</b>	<u>\$13,315.00</u>

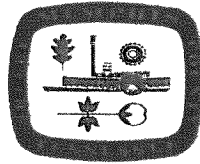
<b>Expenditures</b>	
Overtime	<u>\$13,315.00</u>
<b>Total</b>	<u>\$13,315.00</u>





## Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)**  
Resolution to accept and appropriate grant funds \$13,315.00 from the State of Tennessee for discretionary federal funding for qualifying law enforcement reimbursement following a mass violence incident.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**  
This project was initiated by the Police Services Division and is being administered by the Police Services 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.**  
The project will impact all council districts of the Police Services division.
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**  
This will be a budget amendment to appropriate funds.
7. **If applicable, please list the MWBE goal and any additional information needed**  
N/A
8. **Same night meeting minutes are requested.**



## Memphis City Council Summary Sheet

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

A resolution to accept and appropriate grant funds in the amount of Sixty Seven Thousand, Nine Hundred Ninety Four dollars (\$67,994.00) from the Shelby County Sheriff's Office

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

The City of Memphis, division of Police services is initiating this resolution.

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

This is not a change to an existing ordinance.

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

This resolution requires a contract between the Shelby County Sheriff's Office and the City of Memphis

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

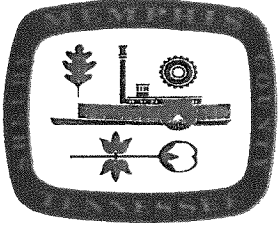
This resolution requires an expenditure of funds and a budget amendment.

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

All

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

N/A



**A resolution to accept, allocate, and appropriate grant funds from the Shelby County Sheriff's Office for the Gulf Coast High Intensity Drug Trafficking Area (GC HIDTA).**

**WHEREAS**, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Sixty Seven Thousand, Nine Hundred Ninety Four Dollars (67,994.00) from Shelby County Sheriff's Office for the Gulf Coast High Intensity Drug Trafficking Area (GC HIDTA); and

**WHEREAS**, these funds will be used to support the Memphis Police Department's participation in the GC HIDTA Grant Program, to develop joint drug control efforts by federal, state and local law enforcement; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY 2022 Operating Budget to establish funds for the GC HIDTA Program; and

**WHEREAS**, it is necessary to appropriate these grant funds in the Amount of Sixty Seven Thousand, Nine Hundred Ninety Four Dollars (67,994.00) for the GC HIDTA Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the GC HIDTA Program funds in the amount of Sixty Seven Thousand, Nine Hundred Ninety Four Dollars (67,994.00) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY 2022 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Gulf Coast High Intensity Drug Trafficking Area (GC HIDTA) program as follows:

**Revenue**

Shelby County Sheriff's Office	<u>\$67,994.00</u>
Total	\$67,994.00

**Expenditures**

Overtime	<u>\$67,994.00</u>
Total	\$67,994.00

# City of Memphis

TENNESSEE

JIM STRICKLAND  
MAYOR

DIVISION OF POLICE  
SERVICES

RECEIVED  
FINANCE OFFICE

JUN 06 2022

By 

## MEMORANDUM

To: Jim Strickland, Mayor  
Via: Doug McGowen, Chief Operating Officer  
From: Chief Cerelyn Davis  
Date: June 7, 2022  
Re: High Intensity Drug Trafficking Area Program (HIDTA FY21)

### 1. Statement of Opportunity

Per the attached sub-grant agreement between the City of Memphis and Shelby County Sheriff's Office; the SCSO is granting the City of Memphis Division of Police Services \$67,994.00 for the High Intensity Drug Trafficking Area Program.

### 2. Prior City/Division of Police Services Action

These funds will be used to support the Memphis Police Department's participation in the High Intensity Drug Trafficking Area Program, to develop joint drug control efforts by the federal, state and local law enforcement in Shelby County.

### 3. EBO Participation

No EBO goal was established upon original execution of this purchase.

### 4. COO Action

The COO is requested to recommend the Mayor sign the attached.

MPD Finance reviewed / Approved \_\_\_\_\_ Date: \_\_\_\_\_  
DC S Hampton / Approved A 2 hrs 1505 Date: 6/7/22

**2021 HIGH INTENSITY DRUG TRAFFICKING AREA SUB GRANT AGREEMENT  
BETWEEN  
SHELBY COUNTY TENNESSEE  
AND  
THE CITY OF MEMPHIS**

**THIS SUB-GRANT AGREEMENT**, hereinafter “Sub-grant” is entered into by and between Shelby County Sheriff’s Office, hereinafter referred to as “SHELBY” and The City of Memphis, hereinafter referred to as “MEMPHIS or “GRANTEE”.

**WITNESSETH:**

**WHEREAS**, SHELBY is a recipient of grant funds awarded through Office of National Drug Control Policy (ONDCP) to participate in the Gulf Coast High Intensity Drug Trafficking Area (GC HIDTA) Grant Program, hereinafter referred to as “Grant,” in the total amount of \$181,285.00, to develop joint drug control efforts by federal, state and local law enforcement efforts in Shelby County by targeting local, regional and international drug trafficking organizations operating within Shelby County, Tennessee via interstate highways; and

**WHEREAS**, The intent of ONDCP and SHELBY 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**, the Grant program is led by the United States Drug Enforcement Administration; and

**WHEREAS**, SHELBY has been selected and/or approved by the GC HIDTA Executive Board 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 ONDCP, \$67,994.99.00 of the \$181,285.00 of the initial grant award portion of SHELBY’S funding awarded in accordance with Exhibit A shall be used by MEMPHIS to pay overtime and interdiction compensation due to investigations.

**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**

COUNTY shall make available to MEMPHIS the reimbursement of funding in the amount not to exceed \$67,994.99.00 for the utilization of allowable personnel and interdiction 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 January 1, 2021 to December 31, 2022. In the event the original Grant Agreement through the Office of National Drug Control Policy (ONDCP) is extended for any reason, the parties may extend this Sub-Grant Agreement upon mutual written agreement.
2. SHELBY shall reimburse MEMPHIS on a monthly and/or quarterly basis following receipt of MEMPHIS'S invoices for allowable costs incurred, subject to the limits of the Grant Agreement.
3. SHELBY 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 ONDCP.

## **III. GENERAL CONDITIONS**

**Records.** MEMPHIS shall provide complete access to records pertinent to this Sub-grant to authorized SHELBY 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 Grantor State Agency, the Comptroller of the Treasury, or their duly appointed 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 SHELBY.

**Subject to Funding.** This Sub-grant Agreement is subject to annual appropriations of funds by SHELBY. In the event funds are not appropriated by SHELBY 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, SHELBY 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 SHELBY 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 SHELBY 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 SHELBY, 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 SHELBY.

**Termination.** SHELBY may terminate the Sub-grant Agreement following ten (10) days written notice by SHELBY 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-LLL, "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.

**Employment of Illegal Immigrants.** The Grantee hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Grantee shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of its duties under this Agreement. In the event the Grantee fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the County.

**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.

**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 Sheriff's Office  
Department of Finance and Purchasing  
201 Poplar Avenue, Suite 9-02  
Memphis, Tennessee 38103  
Attn.: Katy Mack  
901-222-5704

*and*

Shelby County Government  
Contract Administration  
160 N. Main St., 9<sup>th</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF MEMPHIS**

By: \_\_\_\_\_  
Jim Strickland, Mayor

\_\_\_\_\_  
Date

**POLICE SERVICES DIVISION**

By: D. E. Cune <sup>for</sup> ~~ISB~~ ~~CT~~ ~~Davis~~  
Cerelyn J. Davis, Chief of Police

6/7/22  
\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jennifer Sink  
Chief Legal Officer/City Attorney

\_\_\_\_\_  
Date

**SHELBY COUNTY GOVERNMENT**

By: \_\_\_\_\_  
Harris, Mayor

\_\_\_\_\_  
Date \_\_\_\_\_ Lee

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Contract Administration/  
Assistant County Attorney

\_\_\_\_\_  
Date

# Exhibit A

**SHELBY COUNTY GOVERNMENT  
CONTRACTS ADMINISTRATION  
160 N. MAIN, SUITE 950  
MEMPHIS, TN 38103  
(901) 222-2140 PHONE  
(901) 222-2062 FAX**

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**DEPARTMENTAL COMMUNICATION**

**TO:** Katy Mack  
Sheriff's Office

**FROM:** Keisha Moses Richardson  
Contracts Administration

**DATE:** March 9, 2021

**SUBJECT:** 2021 High Intensity Drug Trafficking Area Grant Contract  
Contract Number: CA2112321-2

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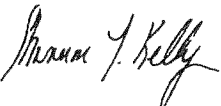

**Attached please find a fully executed original of the above-referenced certification that has been executed by Lee Harris, Shelby County Mayor, for Shelby County Government. Please retain a copy for your files and forward a copy to *The Office of National Drug Control Policy*, along with a "Notice to Proceed" for the described services of the contract.**

Generally, contracts contain many terms and conditions and, in several 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 of 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 to 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  
Grant Contract (1)

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>Grant Agreement</b>	
1. Recipient Name and Address Floyd Bonner Sheriff Shelby County Sheriff's Office 201 Poplar Avenue Memphis, TN 38103-1945		4. Award Number (FAIN): G21GC0005A	
		5. Period of Performance: From 01/01/2021 to 12/31/2022	
2. Total Amount of the Federal Funds Obligated: \$181,285		6. Federal Award Date: March 1, 2021	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$181,285		8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>		9. Previous Award Amount:	
3A. Project Description  <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>		10. Amount of Federal Funds Obligated by this Action: \$181,285.00	
		11. Total Amount of Federal Award: \$181,285.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 116-260 H.R.133</i>			
<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Floyd Bonner Sheriff Shelby County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code DUNS: 041174889 EIN: 1626000841B2		19. HIDTA AWARD <i>OND1070DB2122XX OND6113</i> <b>SHELBY COUNTY GOVERNMENT</b> <i>OND200000000 OC 410001</i>	

APPROVED AS TO FORM AND LEGALITY:

  
Contract Administration/  
Assistant County Attorney

Page 2 of 9

BY:   
Lee Harris, Mayor

## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
  - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at [www.whitehouse.gov/ondcp/](http://www.whitehouse.gov/ondcp/).



8. Mandatory Disclosure Requirement  
As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
12. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
13. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
14. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 41 U.S.C. § 417b(e)(1).

#### 2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- a. Contract from the federal government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

### 4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (Jan. 6, 2020) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website;  
[https://www.nhac.org/hidta\\_guidance/Program\\_Policy\\_and\\_Budget\\_Guidance2020.pdf](https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2020.pdf)

## D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

## E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

**Remittance Instructions** – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer  
Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check\*\* payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

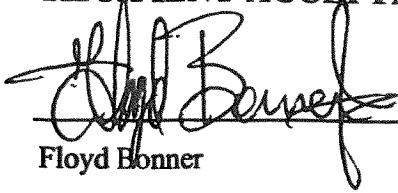
HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://pms.psc.gov/>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**



Floyd Bonner


Shelby County Sheriff's Office

Date: 3-2-21

**APPROVED AS TO FORM  
AND LEGALITY:**

  
Contract Administration/  
Assistant County Attorney

**SHELBY COUNTY GOVERNMENT**

  
BY: \_\_\_\_\_  
Lee Harris, Mayor

# Initiative Cash by HIDTA

Exhibit B

FY 2021

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	
Gulf Coast	Shelby County Sheriff's Office	Shelby County HIDTA Task Force	79,738.00	Invest
		Shelby County Multi-Agency Gang Unit (MGU)	101,547.00	Invest
	<b>Agency Total : Shelby County Sheriff's Office</b>		<b>181,285.00</b>	
<b>Total</b>			<b>181,285.00</b>	

2/16/2021 9:15:46 AM

# Budget Detail

2021 - Gulf Coast

Initiative - Shelby County HIDTA Task Force

Investigation

Award Recipient - Shelby County Sheriff's Office (G21GC0005A)

Resource Recipient - 30th Judicial District Attorney's Office

*Indirect Cost: 0.0%*

---

<b>Awarded Budget (as approved by ONDCP)</b>		<b>\$181,285.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	9	\$25,145.00
<b>Total Overtime</b>		<b>\$25,145.00</b>
<b>Total Budget</b>		<b>\$25,145.00</b>

---



# Budget Detail

2021 - Gulf Coast

Initiative - Shelby County HIDTA Task Force

Investigation

Award Recipient - Shelby County Sheriff's Office (G21GC0005A)

Resource Recipient - Memphis Police Department

*Indirect Cost: 0.0%*

---

<b>Awarded Budget (as approved by ONDCP)</b>		<b>\$181,285.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	1	\$5,685.00
<b>Total Overtime</b>	+ \$7,692.52	<b>\$5,685.00</b>
<b>Total Budget</b>		<b>\$5,685.00</b>

Total: \$13,377.52

# Budget Detail

2021 - Gulf Coast

Initiative - Shelby County HIDTA Task Force

Investigation

Award Recipient - Shelby County Sheriff's Office (G21GC0005A)

Resource Recipient - Shelby County Sheriff's Office

*Indirect Cost: 0.0%*

---

**Awarded Budget (as approved by ONDCP)**

**\$181,285.00**

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	3	\$48,908.00
<b>Total Overtime</b>		<b>\$48,908.00</b>
<b>Total Budget</b>		<b>\$48,908.00</b>

# Budget Detail

2021 - Gulf Coast

Initiative - Shelby County Multi-Agency Gang Unit (MGU)

Investigation

Award Recipient - Shelby County Sheriff's Office (G21GC0005A)

Resource Recipient - Memphis Police Department

Indirect Cost: 0.0%

---

<b>Awarded Budget (as approved by ONDCP)</b>		<b>\$181,285.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	27	\$59,060.00
<b>Total Overtime</b>	- \$7,692.52	<b>\$59,060.00</b>
<b>Other</b>	<b>Quantity</b>	<b>Amount</b>
PE/PI/PS		\$3,250.00
<b>Total Other</b>		<b>\$3,250.00</b>
<b>Total Budget</b>		<b>\$62,310.00</b>

Total: \$54,617.47

# Budget Detail

2021 - Gulf Coast

Initiative - Shelby County Multi-Agency Gang Unit (MGU)

Investigation

Award Recipient - Shelby County Sheriff's Office (G21GC0005A)

Resource Recipient - Shelby County Sheriff's Office

*Indirect Cost: 0.0%*

---

<b>Awarded Budget (as approved by ONDCP)</b>		<b>\$181,285.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Investigative - Law Enforcement Officer	20	\$38,767.00
<b>Total Overtime</b>		<b>\$38,767.00</b>
<b>Other</b>	<b>Quantity</b>	<b>Amount</b>
PE/PI/PS		\$470.00
<b>Total Other</b>		<b>\$470.00</b>
<b>Total Budget</b>		<b>\$39,237.00</b>

Reply all Delete Junk Block ...

## B&C

Retention: 2 Years Policy (2 years) Expires: Fri 5/31/2024 1:35 PM




Griffin, Brooklynn

Tue 5/31/2022 1:35 PM

To: Gordon, Charles

Cc: Townsel, Janille



 PowerDMS 5.31.22.pdf  
464 KB

Good afternoon Mr. Charles,

Please see attached B&C for your review and approval.

*Thank you,  
Brooklynn*

**Brooklynn Griffin**

**Grants Admin Specialist**

Division of Police Services

170 N Main, 11th Floor

Memphis, TN 38103

901-636-3362 - desk

901-229-7638- cell

[brooklynn.griffin@memphistn.gov](mailto:brooklynn.griffin@memphistn.gov)

Reply Reply all Forward

# Exhibit B

<b>Reprogramming ID</b>	74130	<b>Status</b>	Posted
<b>FY</b>	2021	<b>Create By</b>	mshaw
<b>HIDTA Internal ID</b>		<b>Date Modified</b>	4/1/2021 2:43:56 PM
		<b>Posted By</b>	cpetty
		<b>Date Posted</b>	4/1/2021 3:11:38 PM

**Justification** GC (HIDTA) - Reverse a portion of 2019 ID#74128 which was booked to move money in order to spend current funds first.

Initiative	Award Recipient	Resource Recipient	Account	Increase	Decrease	Remarks
Shelby County HIDTA Task Force (GC.ShelbyCHTF)	Shelby County Sheriffs Office (G21GC0005A)	Memphis Police Department (RR.MemphisPD)	Overtime (Overtime)	\$7,692.52		

Initiative	Award Recipient	Resource Recipient	Account	Increase	Decrease	Remarks
Shelby County Multi-Agency Gang Unit (MGU) (GC.SCMGU)	Shelby County Sheriff's Office (G21GC0005A)	Memphis Police Department (RR,MemphisPD)	Overtime (Overtime)		\$7,692.52	
<b>Total</b>				<b>\$7,692.52</b>	<b>\$7,692.52</b>	

Approvals	
HIDTA Financial Manager	mshaw 4/1/21
HIDTA Director	dpetty 4/1/21
ONDCP (Programmatic Review)	
National Director	
ONDCP (Fiscal Review)	

Grant Summary		
Grant	Increase	Decrease
G21GC0005A	\$7,692.52	\$7,692.52
	Shelby County Sheriff's Office	



## GRANT AWARD NOTIFICATION

**AWARD INFORMATION**

**ARRA STIMULUS GRANT:** Yes \_\_\_ No X \_\_\_

**Division Information**

**Please Attach Copy of Contract**

Division: Police Services \_\_\_\_\_ Program Area: Administration  
 Division Contact: Janille Townsel \_\_\_\_\_ Phone: (901) 636-3778 \_\_\_\_\_

**Funding Source**

Name of Grantor: Office of National Drug Control Policy \_\_\_\_\_  
 Grantor Award Number: G20GC005A \_\_\_\_\_ CFDA Number: 95.001  
 Full Name of Program: High Intensity Drug Trafficking Area (HIDTA) FY21 \_\_\_\_\_  
 Start Date: January 1, 2021 \_\_\_\_\_ End Date: 12/31/2022 \_\_\_\_\_  
 Check one: Operating  CIP \_\_\_\_\_  
 Award Type: Federal pass thru Shelby County \_\_\_ Award Amount: \$67,994.99 \_\_\_\_\_

**Will matching funds be provided?**

Amount of Matching Funds: 0 \_\_\_\_\_ Source of Matching Funds: \_\_\_\_\_

**To be completed by Accounting Department**  
 Award Number: 13235 \_\_\_\_\_ Purpose Area: \_\_\_\_\_

**PROJECT INFORMATION**

<u>Amount</u>	<u>Project Name (30 characters or less including spaces)</u>	<u>Project Number</u>
\$67,994.99	High Intensity Drug Trafficking Area (HIDTA)	<b>PD90259</b>

**Check here if the grant requires splitting funds into multiple projects.**

If yes, please provide the specific amounts and project names in the box above.  
 If no, list the entire award amount and project name in the first row in the box above.

**Check here if this award being applied to an existing project(s).**

If yes, please identify the specific amounts, projects and project numbers in the box above.  
 If no, the Accounting Department will assign new project numbers.

Reviewed by Grants Compliance Office Marquette D Beachem Date: 6-1-2022

Reviewed by Accounting and Entered in Oracle: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete and return with a copy of the Grant Award Letter or other Official Notification to the Grants Compliance Office • City Hall, Room 336 • Fax – 576-6570

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

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

Resolution approving Change No. 2 to Contract No. 12218, Power Supply Consultant Solicitation with GDS Associates, Inc., in the funded amount of \$96,022.00. (This change is to expand the scope to evaluate all RFP proposals, supporting MLGW's internal transmission system upgrades, and validating the IRP savings during the March 2022 through June 2022.)

### **2. Additional Information**

The project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g., solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 18, 2022 approved Change No. 2 to Contract No. 12218, Power Supply Consultant with GDS Associates, Inc. to change the current contract in the funded amount of \$96,022.00, 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 consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g. solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to update the scope of the current contract in the funded amount of \$96,022.00 to include the following:

1. MLGW received 18 (eighteen) proposals in the Renewable & Other RFP. The amount of RFP proposals received exceeded the number of proposals accounted for in the GDS scope of work (i.e., 10 - 12 proposals). As a result, GDS had to expend additional time and effort to review proposals, manage proposal deficiencies and cures, and develop economic models / evaluate all of the incremental RFP proposals, including the supporting modeling efforts related to the IRP validation for the additional proposals. (\$29,701.00/ 119 hours)
2. Support MLGW with requests from external third parties during the RFP process. GDS reviewed materials provided by third parties (e.g., Friends of the Earth) and provided supplemental materials and information to respond to concerns regarding MLGW's RFP process. (\$4,994.00/ 17 hours)
3. RFP process required a "IRP Validation" analysis and modeling effort. This process relies on Siemens IRP models and GDS' original scope of work assumed that the Siemens models would be easily updated to account for information received in the RFP proposals for thermal generation, renewable resources, and transmission facilities. GDS has expended significant effort to revamp the Siemens IRP models to accommodate the RFP proposal and create the ability to compare RFP proposals/cost to projected TVA power cost under MLGW's existing arrangements (and the TVA LTPA). Another facet of the "IRP Validation" analysis is that IRP Portfolios 6 and 9 assumed a certain amount of wind generation and MLGW received no wind generation proposals in the RFP. This requires additional resource changes to the original Siemens IRP portfolios to balance MLGW's resource capacity and energy requirements. Furthermore, the IRP relied on one gas price assumption and the current fuel environment requires a "high natural gas price" sensitivity be conducted to determine the

impact on potential savings. Finally, the IRP relied on capacity price curve and MISO is proposing to drastically change the Resource Adequacy Requirements, therefore a higher capacity price curve was developed as another sensitivity in the “IRP Validation” analysis. (\$37,778.00/ 129 hours)

4. Support MLGW with updating MISO’s 2020 Resource Adequacy Assessment (RAA), which was originally prepared by MISO as part of the 2020 MLGW IRP effort. As part of reviewing MISO’s 2020 RAA for the “IRP Validation” analysis, GDS identified additional issues regarding MISO’s calculations of MLGW’s capacity accreditation and expected zonal capacity obligations and requested that MISO update the study and include an assessment of potential impacts for MLGW due to MISO’s recent Minimal Capacity Obligation (MCO) and Seasonal Capacity Accreditation (SCA) FERC filings in December 2021. GDS is reviewing MISO’s recently submitted 2022 Resource Adequacy Assessment and will make appropriate modifications to the “IRP Validation” modeling assumptions. (\$6,730.00/ 22 hours)
5. Review MLGW’s required internal transmission upgrades to support new thermal generation, local solar, and MISO transmission interconnections. During the Transmission RFP evaluation process, GDS has been coordinating with MLGW’s transmission department to determine the need and expected cost of MLGW’s internal transmission upgrades. These are new transmission facilities that are not part of the proposed three MISO transmission interconnections. The \$6,799 **EXCLUDES \$6,852** of the contingency reserve fund that was spent in March 2022. (\$6,799.00/ 24 hours)
6. Evaluate and update TVA Cost-Of-Service Model to determine projected cost of power from TVA. GDS will create a “high natural gas price” sensitivity and evaluate the impact on TVA’s power cost projections as well as the expected power cost under the “IRP Validation” analysis. (\$10,020.00/ 34 hours)

The term of the contract will remain as 24 months from the date of the Notice to Proceed with annual renewal options. This change complies with all applicable laws and policies. The new contract value is \$666,022.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12218, Power Supply Consultant with GDS Associates, Inc. to change the current contract in the funded amount of \$96,022.00 as approved.

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

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

Resolution approving Change No. 10 to Contract No. 10741, Laser Disk Document Storage, with Jack Henry and Associates, Incorporated, a division of Profitstars, in the funded amount of \$7,200.00. (This change is to ratify and increase the contract value to purchase Synergy Reports and Synergy eDistribution professional service software subscription and licenses for the period covering July 1, 2022 through June 30, 2024. The new licenses will be used to setup a test environment for the Synergy output management application and set up of the test server. MLGW is requesting approval of these acquired services, which can only be provided by Jack Henry and Associates, Incorporated.)

### **2. Additional Information**

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 10 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to ratify and change the current contract in the funded amount of \$7,200.00, 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 services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract. This change is to ratify and increase the contract value to purchase Synergy Reports and Synergy eDistribution professional service software subscription and licenses in the funded amount of \$7,200.00. The new licenses will be used to setup a test environment for the Synergy output management application and set up of the test server. MLGW is requesting approval of these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source ratification and change complies with all applicable laws and policies. The new contract value is \$662,880.97; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 10 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated to ratify and change the current contract in the funded amount of \$7,200.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**June 1, 2022**

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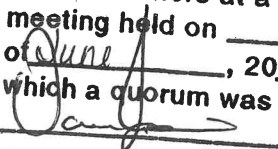
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 10 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to ratify and change the current contract in the funded amount of \$7,200.00.

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network in accordance with the requested proposal, contract, and general conditions of the contract. This change is to ratify and increase the contract value to purchase Synergy Reports and Synergy eDistribution professional service software subscription and licenses in the funded amount of \$7,200.00 for the period covering July 1, 2022 through June 30, 2024. The new licenses will be used to setup a test environment for the Synergy output management application and set up of the test server. MLGW is requesting approval of these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source ratification and change complies with all applicable laws and policies. The new contract value is \$662,880.97.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 10 to Contract No. 10741, Laser Disk Document Storage, with Jack Henry and Associates, Incorporated to ratify and change the current contract in the funded amount of \$7,200.00 as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and 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 1st day of June, 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. 11743, NERC Access Management Solution Software, with HID Global Corporation (formerly Quantum Secure), in the funded amount of \$71,814.71. (This change is to ratify and renew software license maintenance and support services for software products covering the period March 1, 2021 through February 28, 2026.)

### **2. Additional Information**

The project scope is to provide an access management solution for on-boarding and off-boarding personnel, including the timely management of an access list meeting the requirements of North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 1 to Contract No. 11743, NERC Access Management Solution Software with HID Global Corporation (*formerly Quantum Secure*) to ratify and renew the current contract in the funded amount of \$71,814.71, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide an access management solution for on-boarding and off-boarding personnel, including the timely management of an access list meeting the requirements of North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards. This solution would also include the following: 1) installation and implementation of the application; 2) train MLGW staff to use the applications; and 3) troubleshoot common problems. This change is to ratify and renew software license maintenance and support services in the funded amount of \$71,814.71 for software products covering the period March 1, 2021 through February 28, 2026. The renewal cost includes a parity adjustment to the current annual maintenance cost of 8%. This change also includes a 3% annual maintenance cost increase. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$321,814.71; 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. 11743, NERC Access Management Solution Software with HID Global Corporation (*formerly Quantum Secure*) to ratify and renew the current contract in the funded amount of \$71,814.71 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**June 1, 2022**

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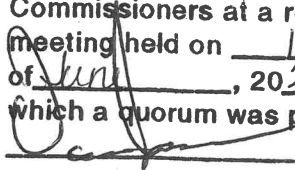
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 11743, NERC Access Management Solution Software with HID Global Corporation (*formerly Quantum Secure*) to ratify and renew the current contract in the funded amount of \$71,814.71.

The project scope is to provide an access management solution for on-boarding and off-boarding personnel, including the timely management of an access list meeting the requirements of North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards. This solution would also include the following: 1) installation and implementation of the application; 2) train MLGW staff to use the applications; and 3) troubleshoot common problems. This change is to ratify and renew software license maintenance and support services in the funded amount of \$71,814.71 for software products covering the period March 1, 2021 through February 28, 2026. The renewal cost includes a parity adjustment to the current annual maintenance cost of 8%. This change also includes a 3% annual maintenance cost increase. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$321,814.71.

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. 11743, NERC Access Management Solution Software with HID Global Corporation (*formerly Quantum Secure*) to ratify and renew the current contract in the funded amount of \$71,814.71, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 1st day of June, 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. 13 to Contract No. 10908, mobile data with Hitachi Energy USA, Incorporated, in the funded amount of \$188,969.33. (This change is to ratify and renew annual software maintenance, license, and support services for the Mobile Dispatching System, Mobile Mapping, and Street Level Routing through the Customer Information System (CIS) for the period covering July 1, 202 through June 30, 2023. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Hitachi Energy USA, Incorporated.)

### **2. Additional Information**

The project scope is to provide MLGW with a customer service mobile dispatching system as well as mobile mapping and street level routing through Customer Information System (CIS) with provisions for continuous annual software maintenance, license, and support services.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 13 to Contract No. 10908, Mobile Data with Hitachi Energy USA, Inc. (*formerly ABB Enterprise Software, Inc.*) to ratify and renew the current contract in the funded amount of \$188,969.33, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide MLGW with a customer service mobile dispatching system as well as mobile mapping and street level routing through Customer Information System (CIS) with provisions for continuous annual software maintenance, license and support services. This change is to ratify and renew annual software maintenance, license, and support services for the Mobile Dispatching System, Mobile Mapping, and Street Level Routing through the Customer Information System (CIS) covering the period July 1, 2022 through June 30, 2023 in the funded amount of \$188,969.33. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by ABB Enterprise Software, Incorporated. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,891,298.70; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 13 to Contract No. 10908, Mobile Data with Hitachi Energy USA, Inc. (*formerly ABB Enterprise Software, Inc.*) to ratify and renew the current contract in the funded amount of \$188,969.33 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**June 1, 2022**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 13 to Contract No. 10908, Mobile Data with Hitachi Energy USA, Inc. (formerly ABB Enterprise Software, Inc.) to ratify and renew the current contract in the funded amount of \$188,969.33.

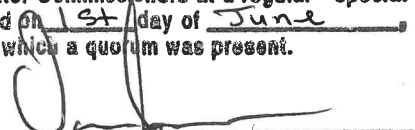
The project scope is to provide MLGW with a customer service mobile dispatching system as well as mobile mapping and street level routing through Customer Information System (CIS) with provisions for continuous annual software maintenance, license, and support services. This change is to ratify and renew annual software maintenance, license, and support services for the Mobile Dispatching System, Mobile Mapping, and Street Level Routing through the Customer Information System (CIS) covering the period July 1, 2022 through June 30, 2023 in the funded amount of \$188,969.33. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by ABB Enterprise Software, Incorporated. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$3,891,298.70.

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. 13 to Contract No. 10908, Mobile Data with ABB Enterprise Software, Incorporated to ratify and renew the current contract in the funded amount of \$188,969.33, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 1st day of June, 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. 2 to Contract No. 12244, Smartsheet with Smartsheet, Incorporated, in the funded amount of \$286,550.00. (This change is to ratify, renew, and increase the contract value. There was an addition of 27 Premier Plan licenses for the period covering January 24, 2022 through January 23, 2023 in the amount of \$20,250.00. In addition, this change is to add 300 Premier Plan licenses; 300 Smartsheet University All Access upgrade licenses; one WorkApps Collaborator Pack 251-1000 subscription purchase; and one Team Onboarding Package for the period covering January 24, 2023 through January 23, 2024 in the amount of \$266,300.00.)

### **2. Additional Information**

The project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services.



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 2 to Contract No. 12244 (*Formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$286,550.00, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal, and change as approved; and

WHEREAS, the project is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. This change is to ratify, renew, and increase the contract value in the funded amount of \$286,550.00. There was an addition of 27 Premier Plan licenses for the period covering January 24, 2022 through January 23, 2023 in the amount of \$20,250.00. In addition, this change is to add 300 Premier Plan licenses; 300 Smartsheet University All Access upgrade licenses; one (1) WorkApps Collaborator Pack 251-1000 subscription purchase; and one (1) Team Onboarding Package for the period covering January 24, 2023 through January 23, 2024 in the amount of \$266,300.00. The licenses will be used to train (Smartsheet University) and allow departments to share projects and reports (WorkApps). MLGW is requesting continuous annual maintenance renewal under this contract, which can only be provided by Smartsheet, Incorporated. Smartsheet planning and collaboration software is only available from Smartsheet, Incorporated. This single source ratification, renewal, and change complies with all applicable laws and policies. The new contract value is \$482,300.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12244 (*Formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$286,550.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**June 1, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 2 to Contract No. 12244 (*Formerly Purchase Order# 7019313*), Smartsheet with Smartsheet, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$286,550.00.

The project scope is to renew software products support by Smartsheet which is used across MLGW for project management, project planning, task tracking and provides a dashboard for Executives with provisions for annual software maintenance, license, and support services. This change is to ratify, renew, and increase the contract value in the funded amount of \$286,550.00. There was an addition of 27 Premier Plan licenses for the period covering January 24, 2022 through January 23, 2023 in the amount of \$20,250.00. In addition, this change is to add 300 Premier Plan licenses; 300 Smartsheet University All Access upgrade licenses; one (1) WorkApps Collaborator Pack 251-1000 subscription purchase; and one (1) Team Onboarding Package for the period covering January 24, 2023 through January 23, 2024 in the amount of \$266,300.00. The licenses will be used to train (Smartsheet University) and allow departments to share projects and reports (WorkApps). MLGW is requesting continuous annual maintenance renewal under this contract, which can only be provided by Smartsheet, Incorporated. Smartsheet planning and collaboration software is only available from Smartsheet, Incorporated. This single source ratification, renewal, and change complies with all applicable laws and policies. The new contract value is \$482,300.00.

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. 2 to Contract No. 12244, Smartsheet with Smartsheet, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$286,550.00, as outlined in the foregoing preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Ratification, Renewal, 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 1st day of June, 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. 11821, NERC Compliance Management Solution Software with AssurX, Incorporated in the funded amount of \$235,963.31. (This change is to ratify, renew, and increase the contract value; In addition, to expand the scope of the contract to include: 1) Multiple Database (additional Production database), and 2) 140 Professional Services hours, which includes annual support, licenses, and maintenance for the period covering September 18, 2020 through September 17, 2025.)

### 2. Additional Information

The project scope is to provide a software solution for managing MLGW's compliance program to include the following: 1) document management, 2) compliance and policy management, 3) regulatory change management, 4) incident management, 5) risk management, and 6) audit management. The project scope will also include the installation and implementation of the application; training of MLGW staff to use the applications; and troubleshoot common problems.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 1 to Contract No. 11821, NERC Compliance Management Solution Software with AssurX, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$235,963.31, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal, and change as approved; and

WHEREAS, the project is to provide a software solution for managing MLGW's compliance program to include the following: 1) document management; 2) compliance and policy management; 3) regulatory change management; 4) incident management; 5) risk management; and 6) audit management. The project scope will also include the installation and implementation of the application; training of MLGW staff to use the applications; and troubleshoot common problems. This change is to ratify, renew, and increase the contract value in the funded amount of \$235,963.31. In addition, this change is to expand the scope of the contract to include: 1) Multiple Database (additional Production database), and 2) 140 Professional Services hours, which includes annual support, licenses, and maintenance for the period covering September 18, 2020 through September 17, 2025. There is no change in the annual support and maintenance cost for the period covering September 18, 2020 through September 17, 2022; however, a 3% annual increase will occur during the period of September 18, 2022 through September 17, 2025. This ratification, renewal, and change complies with all applicable laws and policies. The new contract value is \$620,463.31; 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. 11821, NERC Compliance Management Solution Software with AssurX, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$235,963.31 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**June 1, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 11821, NERC Compliance Management Solution Software with AssurX, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$235,963.31.

The project scope is to provide a software solution for managing MLGW's compliance program to include the following: 1) document management; 2) compliance and policy management; 3) regulatory change management; 4) incident management; 5) risk management; and 6) audit management. The project scope will also include the installation and implementation of the application; training of MLGW staff to use the applications; and troubleshoot common problems. This change is to ratify, renew, and increase the contract value in the funded amount of \$235,963.31. In addition, this change is to expand the scope of the contract to include: 1) Multiple Database (additional Production database), and 2) 140 Professional Services hours, which includes annual support, licenses, and maintenance for the period covering September 18, 2020 through September 17, 2025. There is no change in the annual support and maintenance cost for the period covering September 18, 2020 through September 17, 2022; however, a 3% annual increase will occur during the period of September 18, 2022 through September 17, 2025. This ratification, renewal, and change complies with all applicable laws and policies. The new contract value is \$620,463.31.



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. 11821, NERC Compliance Management Solution Software with AssurX, Incorporated to ratify, renew, and increase the contract value in the funded amount of \$235,963.31, as outlined in the foregoing preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Ratification, Renewal, 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 1st day of June, 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. 12194, NERC Professional Engineering Compliance Consultant to Guidehouse, Incorporated, in the funded amount of \$350,000.00. (This change is to increase the contract value and expand the scope of the contract to include the following services for the Federal Energy Regulatory Commission (FERC) audit: 1) Review evidence and prepare final evidence for the audit; 2) Assess and improve subject matter experts' readiness to participate in FERC interviews (including on-site walk downs) and offer approaches to enhance MLGW's ability to respond to interviews and data requests; 3) Support MLGW subject matter experts to facilitate mitigation and remediate any FERC Other Risks Identified (ORI); 4) Support MLGW by providing on-site resources during the FERC audit; and 5) Provide training and knowledge management to MLGW staff and leadership regarding NERC CIP best practices integrating compliance, operations, and security.)

### **2. Additional Information**

The project scope is for the Consultant to assist MLGW with on-going support for its Internal Compliance Program (ICP) for utility operations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 1 to Contract No. 12194, NERC Professional Engineering Compliance Consultant with Guidehouse, Incorporated to change the current contract in the funded amount of \$350,000.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is for the Consultant to assist MLGW with on-going support for its Internal Compliance Program (ICP) for utility operations. These professional consulting activities include process and procedures documentation and implementation, technical studies and evaluation, readiness assessments, and other work deemed necessary for MLGW's ICP. This change is to increase the contract value in the amount of \$350,000.00 and expand the scope of the contract to include the following services for the Federal Energy Regulatory Commission (FERC) audit: 1) Review evidence and prepare final evidence for the audit; 2) Assess and improve subject matter experts' readiness to participate in FERC interviews (including on-site walk downs) and offer approaches to enhance MLGW's ability to respond to interviews and data requests; 3) Support MLGW subject matter experts to facilitate mitigation and remediate any FERC Other Risks Identified (ORI); 4) Support MLGW by providing on-site resources during the FERC audit; and 5) Provide training and knowledge management to MLGW staff and leadership regarding NERC CIP best practices integrating compliance, operations, and security. This change complies with all applicable laws and policies. The new contract value is \$1,424,508.44; 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. 12194, NERC Professional Engineering Compliance Consultant with Guidehouse, Incorporated to change the current contract in the funded amount of \$350,000.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**June 1, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12194, NERC Professional Engineering Compliance Consultant with Guidehouse, Incorporated to change the current contract in the funded amount of \$350,000.00.

The project scope is for the Consultant to assist MLGW with on-going support for its Internal Compliance Program (ICP) for utility operations. These professional consulting activities include process and procedures documentation and implementation, technical studies and evaluation, readiness assessments, and other work deemed necessary for MLGW's ICP. This change is to increase the contract value in the amount of \$350,000.00 and expand the scope of the contract to include the following services for the Federal Energy Regulatory Commission (FERC) audit: 1) Review evidence and prepare final evidence for the audit; 2) Assess and improve subject matter experts' readiness to participate in FERC interviews (including on-site walk downs) and offer approaches to enhance MLGW's ability to respond to interviews and data requests; 3) Support MLGW subject matter experts to facilitate mitigation and remediate any FERC Other Risks Identified (ORI); 4) Support MLGW by providing on-site resources during the FERC audit; and 5) Provide training and knowledge management to MLGW staff and leadership regarding NERC CIP best practices integrating compliance, operations, and security. This change complies with all applicable laws and policies. The new contract value is \$1,424,508.44.

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. 12194, NERC Professional Engineering Compliance Consultant with Guidehouse, Incorporated to change the current contract in the funded amount of \$350,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 1<sup>st</sup> day of June, 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. 12227, High Volume Outage Call Management with Intrado Corporation, in the funded amount of \$315,000.00. (This change is to increase the current contract value with no increase in the current rates due to the increased call volume associated with the 2022 February ice storm. The contract term will remain from September 1, 2021 to August 31, 2026.)

### **2. Additional Information**

The project scope is to provide hosted high-volume call Interactive Voice Recording (IVR) services to eliminate busy signals received by MLGW customers reporting electric outages and outside electric hazards during peak outage report periods.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 1 to Contract No. 12227, High Volume Outage Call Management with Intrado Corporation to change the current contract in the funded amount of \$315,000.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide hosted high-volume call Interactive Voice Recording (IVR) services to eliminate busy signals received by MLGW customers reporting electric outages and outside electric hazards during peak outage report periods. This change is to increase the current contract value in the funded amount of \$315,000.00 with no increase in the current rates due to the increased call volume associated with the 2022 February ice storm. The contract term will remain from September 1, 2021 to August 31, 2026. This change complies with all applicable laws and policies. The new contract value is \$2,815,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12227, High Volume Outage Call Management with Intrado Corporation to change the current contract in the funded amount of \$315,000.00 as approved.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**June 1, 2022**

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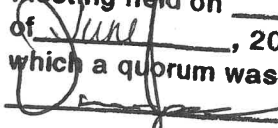
The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12227, High Volume Outage Call Management with Intrado Corporation to change the current contract in the funded amount of \$315,000.00.

The project scope is to provide hosted high-volume call Interactive Voice Recording (IVR) services to eliminate busy signals received by MLGW customers reporting electric outages and outside electric hazards during peak outage report periods. This change is to increase the current contract value in the funded amount of \$315,000.00 with no increase in the current rates due to the increased call volume associated with the 2022 February ice storm. The contract term will remain from September 1, 2021 to August 31, 2026. This change complies with all applicable laws and policies. The new contract value is \$2,815,000.00.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12227, High Volume Outage Call Management with Intrado Corporation to change the current contract in the funded amount of \$315,000.00, as outlined in the foregoing preamble, is approved and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 1st day of June, 2022, at which a quorum was present.  
  
Secretary-Treasurer

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

### **3. Description of the Item**

Resolution approving Change No. 1 to Contract No. 12280, South Service Center Repaving, with Lehman-Roberts Company, in the funded amount of \$1,168,502.00. (This change is to expand the scope to include paving at the North Service Center, 1060 Tupelo, Memphis, TN 38108. Also, this change is to extend the contract an additional six months and to increase the contract value in the funded amount of \$1,073,502.00 to cover labor and material cost increases. MLGW is adding \$95,000.00 in contingency funds for unforeseen pavement material costs.

### **4. Additional Information**

The project scope is to furnish supervision, labor, equipment, and materials to remove and replace the existing pavement for designated drives, storage, and parking areas at MLGW's South Service Center and North Service Center locations.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of June 1, 2022 approved Change No. 1 to Contract No. 12280, South Service Center Repaving with Lehman-Roberts Company to change and extend the current contract in the funded amount of \$1,168,502.00, and is now recommending to the Council of the City of Memphis that it approves said change and extension as approved; and

WHEREAS, the project is to furnish supervision, labor, equipment, and materials to remove and replace the existing pavement for designated drives, storage, and parking areas at MLGW's South Service Center located at 2981 South Center Road, Memphis, TN 38109. This change is to expand the scope to include paving at the North Service Center, 1060 Tupelo, Memphis, TN 38108. Also, this change is to extend the contract an additional six (6) months and to increase the contract value in the funded amount of \$1,073,502.00 to cover labor and material cost increases. MLGW is adding \$95,000.00 in contingency funds for unforeseen pavement material costs. The total funded amount of this change and extension is \$1,168,502.00. There is a 38.63% increase in rates from the previous term due to the bituminous index price increase on liquid asphalt. The new contract term is January 15, 2022 through July 14, 2023. This change and extension complies with all applicable laws and policies. The new contract value is \$1,942,891.50; 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. 12280, South Service Center Repaving with Lehman-Roberts Company to change and extend the current contract in the funded amount of \$1,168,502.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**June 1, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12280, South Service Center Repaving with Lehman-Roberts Company to change and extend the current contract in the funded amount of \$1,168,502.00.

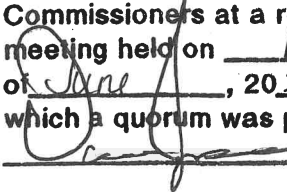
The project scope is to furnish supervision, labor, equipment, and materials to remove and replace the existing pavement for designated drives, storage, and parking areas at MLGW's South Service Center located at 2981 South Center Road, Memphis, TN 38109. This change is to expand the scope to include paving at the North Service Center, 1060 Tupelo, Memphis, TN 38108. Also, this change is to extend the contract an additional six (6) months and to increase the contract value in the funded amount of \$1,073,502.00 to cover labor and material cost increases. MLGW is adding \$95,000.00 in contingency funds for unforeseen pavement material costs. The total funded amount of this change and extension is \$1,168,502.00. There is a 38.63% increase in rates from the previous term due to the bituminous index price increase on liquid asphalt. The new contract term is January 15, 2022 through July 14, 2023. This change and extension complies with all applicable laws and policies. The new contract value is \$1,942,891.50.

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. 12280, South Service Center Repaving with Lehman-Roberts Company to change and extend the current contract in the funded amount of \$1,168,502.00, as outlined in the foregoing preamble, is approved; and further,

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 1st day of June, 2022, at which a quorum was present.

  
Secretary-Treasurer

# City of Memphis



**JIM STRICKLAND**  
MAYOR

TENNESSEE

May 31, 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:

**Kerry Roy**

be reappointed to the Solid Waste Municipal Planning Board with a term expiration date of  
May 31, 2027.

I have attached biographical information.

Sincerely,

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

Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

**SOLID WASTE MUNICIPAL PLANNING BOARD**  
**5 Member Board**  
**6 Year Term**  
**Oath of Office Required**

Purpose:

This joint Memphis and Shelby County Municipal Solid Waste Regional Board is responsible for the region's Municipal Solid Waste Plan, annual updates to the Plan, five-year updates to the Plan and for reviewing applications for disposal.

**Members:**

Vacancy	M/B	05-31-17	
Philip Davis	M/W	05-31-27	3 <sup>rd</sup> term
Vacancy	M/B	05-31-23	
Kerry R. Roy	F/W	05-31-21	1 <sup>st</sup> term
Darius Jones	M/B	05-31-25	partial term

Updated: 053122

**Attendance Records for Current Members**  
**Solid Waste Municipal Planning Board**  
**From January 2019 to date Total No. of Meetings - 12**

<b>Member</b>	<b>Present</b>	<b>Absent</b>
Kerry Roy	11	1



# City of Memphis



TENNESSEE

**JIM STRICKLAND**  
MAYOR

May 31, 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:

**Chandell Ryan**

be appointed to the Solid Waste Municipal Planning Board with a term expiration date of May 31, 2023.

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

**SOLID WASTE MUNICIPAL PLANNING BOARD**  
**5 Member Board**  
**6 Year Term**  
**Oath of Office Required**

Purpose:

This joint Memphis and Shelby County Municipal Solid Waste Regional Board is responsible for the region's Municipal Solid Waste Plan, annual updates to the Plan, five-year updates to the Plan and for reviewing applications for disposal.

**Members:**

<b>Vacancy</b>	<b>M/B</b>	<b>05-31-17</b>	
<b>Philip Davis</b>	<b>M/W</b>	<b>05-31-27</b>	<b>3<sup>rd</sup> term</b>
<b>Vacancy</b>	<b>M/B</b>	<b>05-31-23</b>	
<b>Kerry R. Roy</b>	<b>F/W</b>	<b>05-31-21</b>	<b>1<sup>st</sup> term</b>
<b>Darius Jones</b>	<b>M/B</b>	<b>05-31-25</b>	<b>partial term</b>

Updated: 053122

**Attendance Records for Current Members**  
**Solid Waste Municipal Planning Board**  
**From January 2019 to date Total No. of Meetings - 12**

<b>Member</b>	<b>Present</b>	<b>Absent</b>
Kerry Roy	11	1

# City of Memphis



TENNESSEE

**JIM STRICKLAND**  
MAYOR

May 31, 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:

**Amanda Fryer**

be appointed to the Solid Waste Municipal Planning Board with a term expiration date of May 31, 2023.

I have attached biographical information.

Sincerely,

Jim Strickland  
Mayor

JSS/sss

Cc: Council Members

**SUBSTITUTE ORDINANCE \_\_\_\_\_**

**Substitute Ordinance Amending Ordinance 5686 Establishing a Pre-K Education Special Fund to Provide a New Dedicated Funding Stream from Special Fund 245**

WHEREAS, Ordinance 5686 was approved on May 10, 2018, establishing a Pre-K Education Special Fund (Fund 260), funded by using the equivalent of \$0.01 of property tax revenue and all property tax revenue collected from entities because of the expiration of PILOTS (Payments in Lieu of Taxes) from Economic Development Growth Engine (EDGE) and/or the Industrial Development Board (IDB) which exceed the amount of tax revenue collected from those entities in FY2017.

WHEREAS, in 2019, a Referendum for Public Safety was passed by the majority of the citizens of Memphis, increasing the local option sales tax, in part, for the purpose of allocating funding for Pre-K education;

WHEREAS, proceeds collected under the Public Safety Referendum are held in a “Special Revenue Fund 245”;

WHEREAS, Special Revenue Fund 245 produces sufficient revenue to fully fund restoration of Public Safety benefits, plus reserves, and also to fund a contribution to Street Maintenance and to fully fund the City of Memphis Pre-K requirement, and is forecast to do so for many years to come; and

WHEREAS, utilizing Special Revenue Fund 245 to fund Pre-K allows the current Pre-K funding to be utilized in other ways, including providing additional dedicated funding for transit and mobility over and above annual general fund contributions that are required to meet the implementation goals of Transit Vision.

NOW, THEREFORE, BE IT FURTHER RESOLVED, Ordinance 5686 shall be repealed in its entirety and amended by substituting the language with the following:

1. From FY2023-FY 2027 (inclusive), funding shall be allocated to the Pre-K Education Special Fund 260 annually by transferring a minimum of \$6M, but no more than \$7.4M, from Fund 245 (The Public Safety Special Fund) to fully fund the City of Memphis annual Pre-K investment year over year.
2. All other Pre-K funding sources other than those mentioned in this Ordinance are hereby freed for other uses by the City and may be redirected as approved by City Council.

Sponsor:

Mayor Jim Strickland

**Ordinance No. \_\_\_\_\_**

**An Ordinance to Establish Funding Dedicated to Transit and Mobility**

WHEREAS, it is established that quality transportation and mobility options are key to unlocking individual and collective opportunities for our City and our Citizens;

WHEREAS, Transit Vision has been adopted by the City of Memphis as the plan for transit and mobility for the City of Memphis;

WHEREAS, providing additional dedicated funding for transit and mobility over and above annual general fund contributions to Memphis Area Transit Authority (MATA) are required to meet the implementation goals of Transit Vision;

WHEREAS, the Mayor and the City Council of the City of Memphis are committed to improving transit and mobility systems in our City;

WHEREAS, Ordinance 5686 was approved on May 10, 2018, establishing a Pre-K Education Special Revenue Fund;

WHEREAS, in 2019, a Referendum for Public Safety was passed by the citizens of the City of Memphis, increasing the local option sales tax and allocating funding for Pre-K education;

WHEREAS, proceeds from the 2019 Public Safety Referendum are held in Special Revenue Fund 245;

WHEREAS, Special Revenue Fund 245 produces sufficient revenue to fully fund restoration of Public Safety benefits plus reserves and a contribution to Street Maintenance and to fully fund the City of Memphis Pre-K requirement, and is forecast to do so for many years to come; and

WHEREAS, utilizing Special Revenue Fund 245 to fund Pre-K allows the current funding to be utilized in other ways, including providing additional dedicated funding for transit and mobility over and above annual general fund contributions that are required to meet the implementation goals of Transit Vision.

NOW, THEREFORE, BE IT RESOLVED:

1. The Chief Financial Officer and/or Comptroller are hereby authorized and directed to establish a special revenue fund for transportation and mobility;
2. This fund shall be known as the "Transit and Mobility Special Revenue Fund" and the proceeds in the restricted special revenue fund may only be used for funding transportation and mobility operations and related capital purchases. Such funds are preserved for those purposes and shall not revert to the general fund at the end of a budget year, if unexpended.
3. The proceeds in the Transit and Mobility Special Revenue Fund are restricted and shall only be used for funding transportation and mobility operations and related capital purchases, pursuant to the Transit Vision Plan adopted by City of Memphis. Such funds are preserved for funding transportation and mobility operations and related capital purchases, pursuant to the Transit Vision Plan adopted by City of Memphis. Proceeds in

the Transit and Mobility Fund shall not revert to the general fund at the end of a budget year, if unexpended.

Sponsored by:

Mayor Jim Strickland  
Councilman Edmond Ford, Sr.  
Councilman Chase Carlisle  
Councilwoman Patrice Robinson  
Councilman J. Ford Canale  
Councilman Frank Colvett, Jr.  
Councilwoman Michayn Easter-Thomas  
Councilwoman Cheyenne Johnson  
Councilman Martavius Jones  
Councilwoman Rhonda Logan  
Councilman Worth Morgan  
Councilman JB Smiley, Jr.  
Councilwoman Jamita Swearengen  
Councilman Jeff Warren

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

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO [ARTICLE XI, § 9](#) OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO PARTISAN ELECTIONS FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS AND TO REPEAL ALL PROVISIONS OF THE CITY’S CHARTER INCONSISTENT WITH THIS AMENDMENT

Whereas, the Tennessee Code Annotated § 2-13-208, provides that municipal elections shall be nonpartisan unless the municipality's charter specifically permits partisan elections. When a municipality's charter allows partisan elections, political parties may nominate candidates for municipal office by using the primary election provisions of Title 2 of Tennessee Code Annotated (the “Election Code”) or as otherwise authorized by the rules of the party; and

Whereas, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by [Article XI, Section 9](#) of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of permitting partisan elections for the Offices of the Mayor and Memphis City Council Members.

[Section 1.](#) Proposed Amendment Authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS , TENNESEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on August 4, 2022, and which shall be held at least sixty (60) days after such publication.

[Section 2.](#) Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

[Section 3.](#) Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on August 4, 2022, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 4th day of August, 2022, which question shall read as follows:

“ Shall the Charter of the City of Memphis be amended to read:  
‘ Elections for the Offices of Mayor and Memphis City Council Members shall be partisan, such that political parties may nominate candidates for the offices of Mayor and Memphis City Council Members by using the primary election provisions of the Tennessee Election Code or as otherwise authorized by the rules of the party. All provisions of the Charter that are inconsistent with this charter amendment are repealed.’ ?

*I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.*

FOR THE AMENDMENT	(YES) _____
AGAINST THE AMENDMENT	(NO) _____

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 4th day of August, 2022, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 4th day of August, 2022, if any.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict



with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

BE IT FURTHER ORDAINED, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

SPONSOR:  
Councilman Martavius Jones

**JAMITA SWEARGEN  
CHAIRWOMAN**

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

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES RELATIVE TO THE DOLLAR LIMITATIONS ON MEMPHIS LIGHT GAS AND WATER DIVISION CONTRACTS AND SALARIES THAT REQUIRE APPROVAL BY THE MEMPHIS CITY COUNCIL BEFORE EXECUTION**

WHEREAS, Section 681 of the City's Charter, adopted by Private Act of the Tennessee Legislature in 1939 (the "Memphis City Charter"), reserved to the City Council authority to approve, in advance of execution, contracts entailing an obligation or expenditure in excess of Five Thousand Dollars to be executed by the Board of Light, Gas & Water Commissioners of the City of Memphis ("MLGW Board"); and

WHEREAS, Section 675 of the Memphis City Charter, as amended by Ordinance 3509, adopted on November 5, 1985, also reserved to the City Council authority to approve the setting of salaries or other compensation of any officers, executive management employees or other employees for MLGW in excess of \$90,000.00 in advance of employment.

WHEREAS, under the provisions of Ordinance No. 3054, dated September 2, 1980, to the City's Charter (the "Home Rule Amendment"), the City Council is authorized to increase by ordinance the amount of contracts and salaries or compensation for employees or others requiring City Council approval; and

WHEREAS, from time to time, the City Council has amended its Code of Ordinances to adjust the limits of authority granted to the MLGW Board for the execution of contracts and the setting of salaries for employees hired as it deemed appropriate; and

WHEREAS, in recognition of the impediment to responsiveness and additional cost to MLGW's customers caused by the requirement for approval of individual contracts and to improve MLGW's fiscal and operational efficiency in completing work, the City Council desires to raise the limits requiring approval by the Council prior to execution; and

NOW THEREFORE BE IT ORDAINED:

**SECTION 1. Section 1 of Ordinance No. 5383 is amended and restated as follows:**

Notwithstanding Ordinance No. 5383 to the contrary, all contracts (other than emergency purchases, purchases of natural gas and other derivative products, and settlements between MLGW and its employees pursuant to the workers' compensation laws of the State of Tennessee, which shall not require City Council approval in advance of execution) entailing an obligation or expenditure, including fees or other compensation of any engineers, auditors, attorneys, consultants and others employed to render extraordinary services to MLGW, in excess of \$250,000.00 shall require City Council approval in advance of execution. Furthermore, all interlocal agreements or contracts between MLGW and any municipality or division

of government (other than the City of Memphis and its divisions) that involve the collection of any municipal, county or other government fee, tax or other charge not directly related to utility service (such as electricity, gas, or water utility service) shall require Council approval in advance of execution. In emergencies MLGW may enter into emergency purchases as defined herein, which emergency purchases shall be later ratified by the Council. MLGW may also purchase natural gas and other derivative instruments daily as long as the aggregate annual amount of these purchases are approved by the Council in the annual budget of MLGW.

For the purposes of this Ordinance the term “emergency purchases” shall include, but shall not necessarily be limited to, any purchase orders and contracts in excess of \$500,000.00 needed to: (i) remedy any hazardous, unsafe or environmentally harmful event or condition that has created or may create a harmful situation for the public or MLGW employees, whether or not ordered, directed or requested by a federal or state agency; (ii) ensure continuous and reliable utility service to MLGW customers, or (iii) take whatever steps are reasonably necessary to address problems caused by a catastrophic event.

**SECTION 2. Section 2 of Ordinance No. 5046 is amended and restated as follows:**

Notwithstanding Ordinance No. 5046 to the contrary, any salaries or other compensation of any officers, executive management employees or other employees for MLGW in excess of One Hundred Eighty Thousand (\$180,000.00) shall require approval in advance of employment.

**SECTION 3. Nonconflicting – Conflicting laws.** All laws and ordinances constituting the present Code of Ordinances of the City of Memphis be and the same are hereby continued in full force and effect, and all laws and ordinances in conflict herewith are hereby repealed.

**SECTION 4. Severability.** The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 5. Effective Date.** This Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

SPONSOR:

MLGW Division

CHAIR:

Jamita Swearngen

**RESOLUTION REQUESTING THAT THE MEMPHIS POLICE DEPARTMENT DECLINE A POLICE ESCORT OF FORMER PRESIDENT DONALD TRUMP TO AN EVENT IN SOUTHAVEN, MISSISSIPPI**

**WHEREAS**, the Memphis Police Department is currently at a complement of under 2000 officers, which is below the level of officers needed to adequately patrol the expansive footprint of the City of Memphis and has resulted in the need to regularly utilize overtime; and

**WHEREAS**, there have been recent advertisements, namely billboards, to market an event stating “Memphis Welcomes President Trump” on June 18, though the event will actually take place at the Landers Center in Southaven, Mississippi; and

**WHEREAS**, the misrepresentation in the advertisement of the location for former president Trump’s event is intentionally misleading to the public; and

**WHEREAS**, it is probable that former president Donald Trump will fly in to Memphis International Airport, due to it being the closest airport of its size to Southaven, Mississippi; and

**WHEREAS**, since the Memphis International Airport is located within the City limits, the Memphis Police Department has jurisdiction of the area and could therefore be tasked with providing officers for a police escort due to the high-profile nature of former president Trump; and

**WHEREAS**, according to an article published by the Center for Public Integrity in 2019, Mr. Trump's political committee has failed to pay numerous cities for the costs associated with police protection, accumulating outstanding payments that exceeded \$840,000 at the time the article was published; the article also went on to say, "The president’s campaign political events have also earned a reputation for rowdiness, even violence;" and

**WHEREAS**, Memphians’ taxpayer dollars should not be spent on a police escort to a different state, nor should police officers be utilized for this purpose when manpower is already below the level needed in the City of Memphis.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council does hereby request that the Memphis Police Department declines to escort former president Donald Trump to an event in Southaven, Mississippi, which is not only in another city, but another state.

**BE IT FURTHER RESOLVED** that the Memphis City Council does request that the Memphis Police Department utilize its partnerships with other law enforcement agencies that can instead provide police escort services should they be requested for former president Trump’s visit to Southaven, Mississippi.

Sponsors:

JB Smiley, Jr.

Martavius Jones

Michalyn Easter-Thomas