



# CITY OF MEMPHIS

## COUNCIL REGULAR MEETING AGENDA

Tuesday, April 21, 2020, 3:30 p.m.

Conducted by Electronic/Telephonic Means

Official Recording of Meeting will be available on  
City Council's Website

[https://www.memphistn.gov/government/city\\_council](https://www.memphistn.gov/government/city_council)

*If You Are In Need Of A Special Accommodation While  
Attending The Meeting, Please Alert The Council Staff.*

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### CALL TO ORDER by the Sergeant-at-Arms

### INVOCATION

*Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the Council Administrator of the Memphis City Council.*

### PLEDGE OF ALLEGIANCE

### CALL OF ROLL by the Comptroller

### APPROVAL OF PREVIOUS MEETING MINUTES (April 7, 2020)

### ANNOUNCEMENT FOR APPEARANCE CARDS FOR PUBLIC SPEAKING

### ITEMS HELD OR DROPPED FROM THE AGENDA

#### PRESENTATION AND RECOGNITION OF VISITORS

**PRESENTATION OF THE FISCAL YEAR 2021 BUDGET BY MAYOR JIM STRICKLAND.**

COMMUNITY ORGANIZATION SPOTLIGHT (None)

PUBLIC HEARINGS (None)

DIVISION OF PLANNING AND DEVELOPMENT (None)

ZONING ORDINANCE- THIRD AND FINAL READING (None)



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## CONSENT AGENDA

**GENERAL ORDINANCE - FIRST READING** (None)

**GENERAL ORDINANCE - SECOND READING** (None)

**ZONING ORDINANCE – FIRST READING** (None)

**ZONING ORDINANCE - SECOND READING** (None)

**NOTATIONS FROM OPD** (None)

### **ENGINEERING DIVISION**

1. RESOLUTION accepting MESSICK ROAD – WIDENING and authorizing release of the Letter of Credit.

Resolution approves accepting the public improvements as shown on the engineering plans located on the northeast corner of Messick Road/Kirby Road intersection, in the City of Memphis, Tennessee. Resolution also authorizes the release of the SunTrust Bank Letter of Credit No. 70003621 in the amount of \$98,300.00 held as security for the standard improvement contract.

ACTION REQUESTED: Adopt the resolution

2. RESOLUTION approving the engineering plans for COMMUNITY REDEVELOPMENT AGENCY DRAINAGE IMPROVEMENTS.

Contract No. CR-5327

Resolution approves the engineering plans located at Saffarans Avenue, Front Street, Keel Avenue, Second Street and Chelsea Avenue in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept the Tri-State Bank of Memphis Letter of Credit No. 200 in the amount of \$1,826,400.00 on behalf of the City of Memphis.

City Engineer recommends approval

ACTION REQUESTED: Adopt the resolution



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## FISCAL CONSENT AGENDA

3. RESOLUTION to accept grant funds in the amount of \$10,000.00 from the Nike Foundation via Charities Aid Foundation for supplies for youth sports camps. (All council districts). This resolution is sponsored by Parks and Neighborhoods Division.
4. RESOLUTION to accept grant funds in the amount of \$150,000.00 from the Tennessee Department of Health for physical activity improvements at Chandler, Southside, and Gaston Parks. (District 6). This resolution is sponsored by Parks and Neighborhoods Division.
5. RESOLUTION to accept grant funds in the amount of \$1,500.00 from the Memphis Medical District Collaborative for specialty programing at Morris Park. (District 7). This resolution is sponsored by Parks and Neighborhoods Division.



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## MLGW FISCAL CONSENT

6. RESOLUTION approving Change No. 2 to Contract No. 11800, InfoWater Hydraulic Model Implementation Services with Innovyze, Incorporated, in the funded amount of \$11,040.00. (This change is to renew annual license, maintenance and support services for the Water Modeling Software for the period covering May 15, 2020 through May 14, 2021, with a 2.98% increase in rates from the previous renewal due to increased maintenance costs. Innovyze, Incorporated is the sole owner, developer, and distributor of the InfoWater Software Package. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Innovyze, Incorporated.)
7. RESOLUTION approving Change No. 2 to Contract No. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems, in the funded amount of \$200,000.00. (This change is to renew the current contract term for the first of two annual renewal terms covering the period August 16, 2020 through August 15, 2021 in the amount of \$150,000.00 for the monthly service fee for local dial tone services, with no increase in rates from the initial term. This change is to also add \$50,000.00 to the existing contract for the installation and monthly service fee of 48 SIP Trunks for the Spitfire Dialer Outbound Calling Services for the Customer Care Center at 1665 Whitten Road.)
8. RESOLUTION approving amendments and delegating authority to the President or VP of Engineering and Operations or his approved staff, to execute and deliver the contract amendments to streamline the invoicing process for remaining purchases of natural gas at the discounts to market price included in the original contracts with Public Energy Authority of Kentucky and Tennergy Corporation.
9. RESOLUTION awarding Contract No. 12153, Executive Search Firm to Preng & Associates, in the funded not-to-exceed amount of \$65,000.00.
10. RESOLUTION awarding a purchase order to Vermeer Midsouth, Inc., via the Sourcewell Public Utility, for a directional boring system in the amount of \$357,991.00.
11. RESOLUTION awarding a purchase order to Brighter Days and Nites, Inc. for three phase low energy reclosers, in the amount of \$1,021,016.20.



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## REGULAR AGENDA

**GENERAL ORDINANCE – THIRD AND FINAL READING** (None)

**ENGINEERING DIVISION** (None)

**EXECUTIVE DIVISION** (None)

**FINANCE & ADMINISTRATION** (None)

**DIVISION OF FIRE SERVICES** (None)

**DIVISION OF GENERAL SERVICES** (None)

**DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT** (None)

**DIVISION OF HUMAN RESOURCES** (None)

**INFORMATION SERVICES** (None)

**LAW DIVISION** (None)

**MLGW DIVISION** (None)

**DIVISION OF PARKS AND NEIGHBORHOODS** (None)

**DIVISION OF POLICE SERVICES** (None)

**DIVISION OF PUBLIC SERVICES** (None)

**DIVISION OF PUBLIC WORKS** (None)

**GENERAL ITEM** (None)

**APPEARANCE CARDS FOR PUBLIC SPEAKING**

**ADJOURNMENT**

# CITY OF MEMPHIS

## COUNCIL REGULAR MEETING

Tuesday , April 21, 2020, 3:30 p.m.

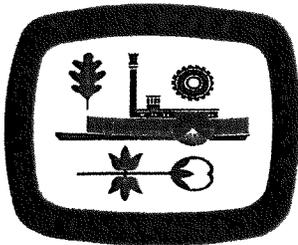
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### SUPPORTING DOCUMENTS

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<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>1</b>	RESOLUTION accepting MESSICK ROAD –WIDENING and authorizing release of SunTrust Bank Letter of Credit No. 70003621	<b>1</b>
<b>2</b>	RESOLUTION approving engineering plans for Community Redevelopment Agency Drainage Improvements Contract CR-5327	<b>4</b>
<b>3-5</b>	<b>FISCAL CONSENT ITEMS</b>	<b>8</b>
<b>3</b>	RESOLUTION to accept grant funds in the amount of \$10,000.00 from the Nike Foundation via Charities Aid Foundation for supplies for youth sports camps	<b>19</b>
<b>4</b>	RESOLUTION to accept grant funds in the amount of \$150,000.00 from the Tennessee Department of Health for physical activity improvements at Chandler, Southside, and Gaston Parks	<b>21</b>
<b>5</b>	RESOLUTION to accept grant funds in the amount of \$1,500.00 from the Memphis Medical District Collaborative for specialty programming at Morris Park	<b>23</b>
<b>6-11</b>	<b>MLGW FISCAL CONSENT ITEMS</b>	
<b>6</b>	RESOLUTION approving Change No. 2 to Contract No. 11800, InfoWater Hydraulic Model Implementation Services with Innovyze, Incorporated, in the funded amount of \$11,040.00	<b>25</b>
<b>7</b>	RESOLUTION approving Change No. 2 to Contract No. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems, in the funded amount of \$200,000.00	<b>27</b>
<b>8</b>	RESOLUTION approving amendments and delegating authority to the President or VP of Engineering and Operations or his approved staff, to execute and deliver the contract amendments to streamline the invoicing process for remaining purchases of natural gas at the discounts to market price included in the original contracts with Public Energy Authority of Kentucky and Tennergy Corporation	<b>29</b>
<b>9</b>	RESOLUTION awarding Contract No. 12153, Executive Search Firm to Preng & Associates, in the funded not-to-exceed amount of \$65,000.00	<b>31</b>
<b>10</b>	RESOLUTION awarding a purchase order to Vermeer Midsouth, Inc., via the Sourcewell Public Utility, for a directional boring system for \$357,991.00	<b>33</b>

<b>11</b>	RESOLUTION awarding a purchase order to Brighter Days and Nites, Inc. for three phase low energy reclosers, in the amount of \$1,021,016.20	<b>37</b>
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# City Council Item Routing Sheet

**Division:** City Council    **Committee:** Budget    **Hearing Date:** April 21, 2020

- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                       Other: [Click here to enter text.](#)

Item Description: **RESOLUTION accepting Messick Road - Widening and authorizing release of the Letter of Credit.**

**Resolution approves accepting the public improvements of Messick Road - Widening with the City of Memphis as shown on the engineering plans located on the northeast corner of Messick Road/Kirby Road intersection, in the City of Memphis, Tennessee. Resolution also authorizes the release of the SunTrust Bank Letter of Credit No. 70003621 in the amount of \$98,300.00 held as security for the standard improvement contract.**

Recommended Council Action: **ADOPT THE RESOLUTION**

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: **November 20, 2018; CR-5278**

<p>Does this item require city expenditure? No</p> <p>\$Click here to enter text.</p> <p>\$Click here to enter text.</p>	<p>Source and Amount of Funds:</p>
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**Approvals**

Director WES 4/14/20 Date \_\_\_\_\_

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

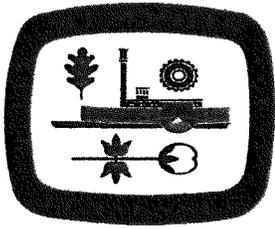
Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Operating Officer**

\_\_\_\_\_ Date \_\_\_\_\_

**Council Committee Chair**

\_\_\_\_\_ Date \_\_\_\_\_



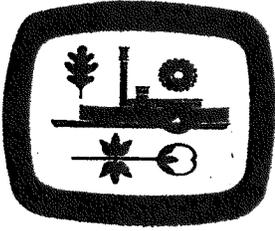
**RESOLUTION accepting Messick Road-Widening and authorizing release of Letter of Credit.**

**WHEREAS, Emmanuel United Methodist Church** is the Developer and has completed the public improvement with the City of Memphis as shown on the engineering plans of **Messick Road-Widening** located on the northeast corner of the Messick Road/Kirby Road intersection in the City of Memphis, Tennessee.

**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 engineering plans of Messick Road-Widening and the completion of the public improvements therein, be and the same are hereby accepted by the City.

**BE IT FURTHER RESOLVED** that the SunTrust Bank Letter of Credit No. 70003621 in the amount of \$98,300.00 held as security for the standard improvement contract is ordered released.



**RESOLUTION approving engineering plans of entitled Messick Road - Widening**

WHEREAS, Emmanuel United Methodist Church the Developer of certain property within the present limits of the City of Memphis, located on the northeast corner of Messick Road/Kirby Road intersection in the City of Memphis, Tennessee as indicated on the engineering plans entitled **Messick Road - Widening** and

WHEREAS, the developer desires to develop the property reflected on the site plan; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between Emmanuel United Methodist Church and the City of Memphis covering the public improvements to be constructed 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 **Messick Road - Widening** be and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract on behalf of the City of Memphis.

CR-5278

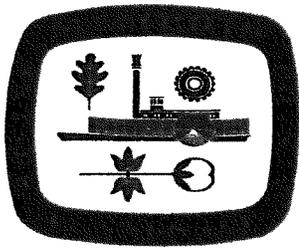
I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date

NOV 20 2018

*Valerie C. Stripes*

Deputy Comptroller-Council Records



# City Council Item Routing Sheet

Division: City Council    Committee: Budget    Hearing Date: April 21, 2020

- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                       Other: [Click here to enter text.](#)

*CR-5327*

Item Description: **RESOLUTION approving the engineering plans for Community Redevelopment Agency Drainage Improvements.**

**Resolution approves the engineering plans for Community Redevelopment Agency Drainage Improvements located at Saffarans Avenue Front Street, Keel Avenue, Second Street and Chelsea Avenue in the City of Memphis, Tennessee. Cost of the required improvements to be borne by the Developer. Resolution also authorizes the proper officials to execute the attached standard improvement contract and accept the Tri-State Bank of Memphis Letter of Credit No. 200 in the amount of \$1,826,400.00 on behalf of the City of Memphis.**

**City Engineer recommends approval.**

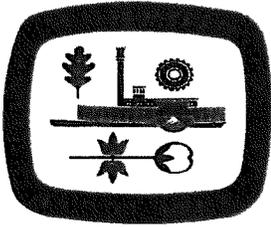
Recommended Council Action: **ADOPT THE RESOLUTION**

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: **No previous actions have been taking by any other entity.**

Does this item require city expenditure? No  \$Click here to enter text.  \$Click here to enter text.	Source and Amount of Funds:
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### Approvals

Director *WB 4/13/20* Date \_\_\_\_\_  
 Division Chief \_\_\_\_\_ Date \_\_\_\_\_  
 Budget Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Operating Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Council Committee Chair \_\_\_\_\_ Date \_\_\_\_\_



RESOLUTION approving the engineering plans entitled **Community Redevelopment Agency Drainage Improvements**

WHEREAS, **Memphis and Shelby County Community Redevelopment Agency** is the Developer of certain property within the present limits of the City of Memphis, located on Saffarans Avenue, Front Street, Keel Avenue, Second Street and Chelsea Avenue inside the City of Memphis, Tennessee as indicated on the engineering plans entitled **Community Redevelopment Agency Drainage Improvements** and

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

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Memphis and Shelby County Community Redevelopment Agency** 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 **Community Redevelopment Agency Drainage Improvements** be and is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the Tri-State Bank of Memphis Letter of Credit No. 200 in the amount of \$1,826,400.00.

CITY OF MEMPHIS  
STANDARD IMPROVEMENT CONTRACT  
FOR QUASI PUBLIC AGENCIES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between **Memphis and Shelby County Community Redevelopment Agency** of Tennessee, hereafter called the "DEVELOPER", and the City of Memphis, Tennessee, a municipal corporation organized under the laws of the State of Tennessee, hereafter called the "CITY".

WITNESSETH:

WHEREAS, **Memphis and Shelby County Community Redevelopment Agency** is the Developer of **Community Redevelopment Agency Drainage Improvements**, as reflected on the engineering plans and located on Saffarans Avenue, Front Street, Keel Avenue, Second Street and Chelsea Avenue, in the City of Memphis, Tennessee, hereafter known as the Project; and

WHEREAS, the Developer desires to develop the Project; and

WHEREAS, the Developer is required to construct public improvements to the Project in accordance with the Memphis and Shelby County Unified Development Code and the conditions imposed on this development at Developer's own cost; and

WHEREAS, the City is willing to approve the Project subject to approval of the Council of the City of Memphis and upon conditions hereinafter set forth.

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

I. GENERAL REQUIREMENTS

1. The Developer shall provide all the public improvements within the Project as required by the Memphis and Shelby County Unified Development Code as amended and the applicable City Code of Ordinances, including without limitation, the City Paving Ordinance, codified as Ordinance No. 3974.
2. The Developer shall grant the necessary easements and dedicate the required rights-of-way across Developer's properties without expense to the City and waive any claim for damages resulting from City's use of such easements and rights-of-way.
3. All easements granted by the Developer, as reflected on the final plat, shall be specifically reserved for the single use as noted on the plans.
4. No multi-use easements shall be accepted by the City.
5. The Developer shall perform all work for the Project under this contract in accordance with plans and plats prepared by the Developer's engineer and approved by the City Engineer, all of which are made a part hereof as if copied herein, and in accordance with the current standards and policies which form the basis of review by City for all such work, including without limitation, the City of

6. the approval of the City Engineer and shall not be officially accepted until final inspection has been made, as built drawings have been submitted and approval has been granted by the Memphis City Council.
7. The Developer shall, upon direction of the City Engineer, include in the plan set a traffic control plan prepared by a registered professional engineer. The Developer shall provide and maintain all traffic control devices throughout the applicable portion of the work in accordance with the conditions and special provisions included on the traffic control plan approved by the City Engineer.
8.
  - a. This contract and the bond required herein are subject to the approval of the City Mayor and the City Attorney.
  - b. The Developer shall furnish, on demand of the City Attorney, satisfactory evidence of the lawful right to enter into this contract for the purposes herein contained.
9.
  - a. The Developer shall furnish all engineering for the preparation of plans and plats and construction of the work required by this contract.
  - b. Upon completion of the required work, the Developer's Engineer shall submit a statement verifying that the site was graded in accordance with the approved grading plan and that there are no significant changes in the vertical and horizontal alignment of any improvements as shown on the approved construction plans. The Developer's engineer shall provide and certify clearly identifiable "as-built" information on the original mylar sewer plan and grading and drainage plan by reflecting the exact flow line elevation of all pipes at all manholes and structures, and shall provide constructed grade elevations for all public street improvements at 50 foot stations. The revision block on each mylar plan shall be noted as "Revised to reflect as-built conditions."
  - c. The engineering design shall be performed by an engineer holding a license from the Tennessee State Board of Architectural and Engineering Examiners and approved by the City Engineer.
  - d. The City shall inspect the construction of the Project.
10. Any improvements installed without approved plans or which were not inspected are subject to removal and replacement if required by the City. All costs of certification as required by the City are the Developer's responsibility.
11. The Developer shall insure, defend, and hold harmless the City, its officers and employees from any claim, cause of action or liability, alleged and/or proven to have arisen directly or indirectly by reason of the Developer's design, construction, installation or the development itself, in whole or part. As a quasi-governmental agency, the CRA is governed by the same regulation as the City is with regards to the this matter.
12.
  - a. The City, in its governmental functions, is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto.
  - b. The City Engineer is neither vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process.

- c. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the improvements of the Project and give full assurance that same shall not adversely affect any other property.
  - d. In providing technical assistance, plans and design review, the City does not and shall not relieve or accept any liability from the Developer.
13. a. The City shall become the owner of and maintain all sanitary sewers and house connections constructed and located within dedicated public sanitary sewer easements and/or street rights-of-way after acceptance of the Project by the City.
- b. The City shall become the owner of and maintain all drainage facilities constructed and located within dedicated public drainage easements and/or street rights-of-way and all streets constructed within dedicated public street rights-of-way after acceptance of the Project by the City.

## II. GENERAL STREET REQUIREMENTS

1. The Developer shall improve all streets/intersections as shown on the approved plans.
2. The Developer shall submit to the City Engineer, prior to the installation of the asphaltic binder course, satisfactory standard density test data performed by an independent soil testing laboratory as required by the City of Memphis Standard Construction Specifications for the subgrade and compacted gravel base.
3. Following satisfactory completion of all other items of construction work required under this contract and approval by the City Engineer, the Developer shall pave the compacted gravel base pavement as shown on the approved plans.
4. The Developer shall only be required to install drainage, grade, gravel, pave with binder course and construct curbs and gutters to the existing pavement as shown on the approved plans.
5. The Developer, at no cost to the City or to the abutting property owner(s), shall be responsible for placement of the asphaltic surface course pavement on the above described public street(s) upon completion of the building(s) in the Project or at a time otherwise deemed appropriate by the City.
6. The Developer shall complete all grading within the street rights-of-way before the public utilities are installed.
7. The Developer shall construct a wheelchair ramp or ramps at each intersection in the Project in accordance with approved plans.
8. The Developer shall place Type III barricades at the end of each uncompleted street at the boundaries of the Project, suitably placed to prevent the passage of vehicular traffic, all to the specification of the City Engineer as shown on the approved plans.
9. a. The Developer shall fabricate and install the permanent street name sign and post in accordance with the Standards and Specifications of the City, as shown on the approved plans. These signs and posts shall be in place prior to installation of gravel base pavement.

- b. The Developer shall install the appropriate color sign for all permanent street name signs (Green for public streets and blue for private drives).
- c. The Developer may obtain the standards and specifications for street signs, posts, coloring and lettering from the Department of Traffic Engineering, 125 North Main Street, Memphis, TN 38103.

#### 10. SIDEWALKS

- a. The Developer shall construct concrete sidewalks as shown on the approved plans.
- b. All sidewalks and curb ramps shall be constructed by the Developer in accordance with the approved plans and shall meet the requirements of the Americans with Disabilities Act.

#### 11. GUARANTEE OF CONSTRUCTION IMPROVEMENTS

- a) Prior to acceptance of the Project by the City, the Developer shall provide a one-year bonded warranty for all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer, for the purpose of repairing failures to listed improvements that occur during the warranty period due to construction damage, defects in materials and workmanship, including, but not limited to, backfill and sub-grade compaction. All such repairs shall be at the Developer's sole expense.
- b) The one-year period (the warranty period) will begin upon acceptance by the Memphis City Council of all improvements completed by the Developer. The value of the bond supplied during the warranty period shall be equal to ten percent of the value of the full bond for the project. (the warranty bond). Said warranty shall require the Developer to rectify all deficiencies that subsequently occur in the pavement, sub-grade compaction or utilities constructed within the right-of-way within seven working days of having been notified by the City of Memphis Division of Public Works that deficiencies exist. The Developer shall immediately repair and otherwise rectify any and all deficiencies to the satisfaction of the City Engineer.
- c) Prior to expiration of the warranty period, the Developer shall request a final inspection from the City Engineer. A written report of such inspection, outlining items to be repaired, shall be delivered to the Developer within seven working days after the Developer's request.
- d) The Developer will promptly make any and all corrections required to the work and notify the City Engineer when such work is ready for re-inspection. When the City Engineer determines by such inspection that the roadway system and all appurtenances are in good condition, the warranty bond shall be released.

#### III. TRAFFIC SIGNAL MODIFICATIONS

Not applicable for this contract

#### IV. PRIVATE DRIVE REQUIREMENTS

Not applicable for this contract

## V. SEWER REQUIREMENTS

1. The Developer shall provide and install sanitary sewer service to each lot or building in the Project at his expense.
2. The Developer shall construct service connections and clean-outs in accordance with the current City Standard.
3. The Developer shall install all sewer work in accordance with the existing ordinances covering such work.
4. The Developer shall show proof of purchase of all rims and covers, frames and grates, and other castings required in the Project.
5.
  - a. The Developer shall construct all sanitary sewers and house connections within the limits of the Project at his own expense and pay such additional fees as established by the City.
  - b. All house connections shall be constructed with a pipe diameter not less than six (6) inches
6. The City shall have the right to make other connections to the sanitary sewers at any time without rebate or payment to the Developer whatsoever.
7.
  - a. The City shall not guarantee the sanitary sewer services furnished.
  - b. The City shall not be liable for any failure of services.
  - c. The City shall not be liable for any defects in the service or defects in the City-owned sanitary sewers after installed or service rendered.
  - d. The City shall become the owner of and maintain all sanitary sewers and house connections constructed and located within dedicated public sanitary sewer easements and/or street rights-of-way after acceptance of the Project by the City.
8. TEMPORARY SANITARY SEWER STORAGE
  - a. The Developers are required to design and construct a temporary sewerage storage tank and sewer transfer pump station so that all sewerage leaving this development can be held and later discharged during off-peak hours.
  - b. The Developers must submit data on pump run times and sewer discharge rates, and operations and maintenance logs, monthly to Engineering. The Developer must submit an annual system maintenance activity report to Engineering also.
  - c. The City retains the right for their staff and/or agents to visit and inspect the Project. During such inspections, City staff, and/or their consultants may physically inspect the premises and any improvements thereon, and may require non-proprietary information including, but not limited to, any necessary books, records, and accounts relating to the Project.

- d. The Developers will be responsible for all maintenance of the offline sewer system to the point where it connects to the Public Sewer system.
- e. The Developers will be subject to penalties for any unpermitted sanitary sewer discharges or excess discharges that contribute to a sanitary sewer overflow (SSO). Penalties will be based on Consent Decree penalties and cost of cleanup. Repeat offenses will be charged a multiplier of 2 to 5 based on the number of prior violations as well as the severity of the SSO. Excessive numbers of violations will be subject to permit termination or additional legal enforcement.

## VI. DRAINAGE REQUIREMENTS

- 1. The Developer shall provide and construct all drainage, including pipes, culverts, inlets, manholes, headwalls, ditches, channel lining and paving, special structures, bank protection and fencing adjacent to open ditches and drainage outfalls made necessary by the development of the Project in accordance with plans and specifications approved by the City Engineer.
- 2.
  - a. The Developer shall construct to adequate cross-section, any and all water courses lying partially or wholly within the boundary of the Project and in all abutting street rights-of-way to provide design flow without threat of erosion or flooding of any property within the Project or to any adjoining property.
  - b. Such watercourses shall be placed in an underground conduit system and/or constructed or lined in a manner satisfactory to the City Engineer.
  - c. All drainage designs, including any required on-site detention facilities, shall be in conformance with the requirements of the City of Memphis Drainage Design Manual and any additional standards and specifications imposed by the City.
- 3. The Developer shall construct all drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Project.
- 4.
  - a. The Developer shall deliver the formal written and sealed opinion of a certified and licensed professional engineer, duly insured, certifying as a professional engineer that he has reviewed the entire watershed within which the Project is located and that upon full development at the greatest allowable use density under proposed land use of all land within that watershed, the proposed Project will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property.
  - b. The Developer shall have his engineer establish and certify a minimum first floor elevation for each lot or structure in the Project that is one foot above the elevation of storm water inundation during a 100-year storm event. The Developer shall make this information available to the initial buyer of each lot or structure.
  - c. The Developer shall insure, defend, and hold harmless the City, its officers and employees from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the Developer's design, construction, installation or the development itself, in whole or part. As a quasi-governmental agency, the CRA is governed by the same regulation as the City is with regards to the this matter.

5. a. The City, in its governmental functions, is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto.
- b. The City Engineer is neither vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process.
- c. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the surface water drainage improvements of the Project and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
- e. In providing technical assistance, plans and design review, the City does not and shall not relieve or accept any liability from the Developer.

6. ON-SITE DETENTION

No applicable for this contract

VII. TIME OF PERFORMANCE REQUIREMENTS

1. The Developer shall complete all work required of Developer in this contract within THREE HUNDRED & SIXTY-FIVE (365) consecutive calendar days from the date City Council approves this contract at the Developer's sole expense and to the satisfaction of the City Engineer.
2. a. If due to unforeseen circumstances the Developer is unable to complete the work included in this agreement within the time specified above, the Developer shall submit a written request for an extension of the contract to the Office of the City Engineer at least thirty-five (35) days before the contract expires, requesting an extension and specifying the reasons why the work as agreed remains uncompleted and a date for the anticipated completion.
- b. Failure to comply with the extension procedures shall result in Developers' breach of this agreement.
3. a. The City hereby reserves the right to utilize the Developer's bond to complete the required work, if the Developer fails to satisfactorily perform the work required within the above stated time of contract, and no time extension has been granted by the City Council subsequent to receiving a written request for an extension from the Developer.
- b. In the event the surety provided by the Developer is inadequate to cover the cost of completing the required work at the time the extension is sought, the Developer shall provide additional surety to cover current cost projections as made by the City.
- c. The Developer shall in no way be relieved of any responsibility to complete the terms of this contract should the City exercise the right to utilize the bond to complete the required work.

VIII. MISCELLANEOUS REQUIREMENTS

1. The Developer shall extend water mains and install fire hydrants within the Project in accordance with the type of service required by and to the specifications of the City Division of Fire Services and Memphis Light, Gas and Water Division.

2. The Developer shall haul all scrap building materials, debris, rubbish, and other degradable materials to an authorized landfill, and not bury such materials within the limits of the Project.
3. The Developer shall show proof of purchase of all rims and covers, frames and grates, and other castings required in the Project.
4. Prior to acceptance of the Project by the City, the Developer shall deliver to the City a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this contract have been paid in full.
5. The Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities brought about as a result of the development of this project.
6. The Developer shall restore all rights-of-way, easement areas, public and private properties and all improvements therein to a condition equal to or better than their original condition prior to construction of the Project, all at Developer's sole expense.

#### IX. RECORDING OF PLAT REQUIREMENTS

The Developer shall cause the final plat of this Project to be recorded in the Register's Office of Shelby County, Tennessee, following approval of the plat and this contract by the Memphis City Council. In the event Developer elects to use the Alternate Bond procedure, the final plat shall not be recorded until either all improvements have been installed to the specifications of the City or County Engineer and accepted by the governing bodies or until all required improvements have been fully bonded in accordance with Section XII included herein. Building permits may only be issued after proper recordation of the final plat.

#### X. PROPERTY TRANSFER AND ASSUMPTION AGREEMENT REQUIREMENTS

Not applicable for this contract

#### XI. JURISDICTION AND VENUE

The terms and conditions of this Agreement are governed by the laws of the State of Tennessee. In the event, any provision of this Agreement is determined to be illegal or unenforceable, the same will not affect the validity or enforceability of the remaining provisions of this Agreement. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflict of laws principles. In accordance, herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

#### XII. FEE REQUIREMENTS

##### 1. SEWER FEES

###### A. SEWER EXTENSION FEE

Not applicable to this contract.

###### B. SEWER DEVELOPMENT FEE

Not applicable for this contract

C. SEWER EXTENSION BONDING

Not applicable to this contract.

2. DRAINAGE FEE

Not applicable to this contract.

3. ENGINEERING ADMINISTRATION FEE

The Developer shall pay to the City, at the time of contract execution, an Engineering Administration Fee in the amount of **Seven Hundred Twenty-Five Dollars and Zero Cents (\$725.00)**, which represents the net sum of the following:

Base Fee	\$1,250.00
Incremental Fee	0.00
Subtotal	\$1,250.00
Less prepaid review fee	<u>-\$525.00</u>
TOTAL FEE	\$725.00

XIII. BOND REQUIREMENT

1. The Developer shall execute the attached bond form and submit a security deposit to be approved by the Mayor and City Attorney in the form of a performance bond, cash deposit, certificate of deposit, or irrevocable /automatically renewable letter of credit for 100% of the costs of the improvements as computed by the City Engineer in the amount of **One Million Eight Hundred Twenty-Six Thousand Four Hundred Dollars and Zero Cents (\$1,826,400.00)**.
  2. The executed bond form and security provided by the Developer shall be submitted along with this contract and attached hereto as a guarantee of Developer's faithful performance of this contract. Sureties of a fixed term of expiration shall not be accepted.
  3. The security posted by the Developer shall not be released until the City has inspected all of the improvements, and all improvements have been satisfactorily completed in accordance with the contract and engineering plans, and the Memphis City Council has accepted the completed improvements.
- 2.The City Engineer may approve a reduction in the amount of the bond as improvements are made and inspected, but in no case shall the bond be less than ten percent of the estimated costs of the improvements.

XIV. ALTERNATE BOND

Not applicable for the contract

XV. THE DEVELOPER'S INSURANCE REQUIREMENTS

1. a. The Developer shall not commence work under this contract until he has obtained or caused his subcontractor to obtain all insurance required under this Section and such insurance has been approved by the City.
- b. **THE CITY OF MEMPHIS SHALL BE CONSPICUOUSLY NAMED ON THE CERTIFICATE(S) OF INSURANCE AS ADDITIONAL INSURED AND**

**CERTIFICATE HOLDER.** Certificate holder's address shall be: City of Memphis, Engineering Department, Room 644, 125 N. Main Street, Memphis, TN 38103.

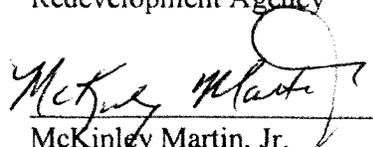
- c. **THE NAME OF THE PROJECT, COMMUNITY REDEVELOPMENT AGENCY DRAINAGE IMPROVEMENTS, SHALL BE SPECIFIED ON THE CERTIFICATE(S) OF INSURANCE.**
2. a. The Developer shall be responsible from the time of signing this contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind to persons or property resulting from this work.
  - b. In addition to the liability imposed upon the Developer on account of bodily injury (including death) or property damage suffered through the Developer's negligence, which liability is not impaired or otherwise affected hereby, the Developer assumes the obligation to protect, defend, indemnify and hold the City, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the Developer or subcontractor, or anyone either 1) directly or indirectly employed or 2) under the supervision of any of them in the prosecution of the work included in this contract. As a quasi-governmental agency, the CRA is governed by the same regulation as the City is with regards to the this matter.
  - c. The Developer acknowledges that these are bargained for considerations, that he shall be liable to the maximum extent permitted by law, and regardless of the participation of the City in the Project. As a quasi-governmental agency, the CRA is governed by the same regulation as the City is with regards to the this matter.
3. The Developer, upon affixing his signature to this contract, shall provide, at no cost to the City, the following insurance to the City from insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by current certificates and/or policies attached to this contract and kept in full force throughout the term of this contract as required by the City, including during any and all contract extensions. In the event of premature expiration of liability, a certificate of renewal shall be provided thirty (30) days prior to expiration of the liability insurance.
4. Each certificate or policy shall require and state in writing that **"THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE IN THE POLICIES, NOTICE THEREOF SHALL BE GIVEN TO THE CITY OF MEMPHIS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED."**

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

CITY OF MEMPHIS, TENNESSEE

THE DEVELOPER  
Memphis and Shelby County Community  
Redevelopment Agency

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
McKinley Martin, Jr.  
Chairman



APPROVED:



\_\_\_\_\_  
City Engineer

FOR CORPORATIONS ONLY:  
ATTEST

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Corporate Secretary

APPROVED AS TO FORM:

ADDRESS:  
170 North Main Street, 6<sup>th</sup> Floor  
Memphis, TN 38103  
Phone: 901-636-6544

\_\_\_\_\_  
City Attorney

BOND

STATE OF TENNESSEE  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that we **Memphis and Shelby County Community Redevelopment Agency** as Principal, a \_\_\_\_\_ organized and existing under and by virtue of the laws of the State of \_\_\_\_\_; and \_\_\_\_\_ a \_\_\_\_\_ organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed to do business as a surety in the State of Tennessee, as Surety, are held and firmly bound unto the City of Memphis, as Obligee, in the penal sum of **One Million Eight Hundred Twenty Six Thousand Four Hundred Dollars and Zero Cents (\$1,826,400.00)** lawful money of the United States of America, for which payment well and truly to be made, we do hereby bind ourselves, our heirs, personal representatives, executors, successors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Standard Improvement Contract, dated as of \_\_\_\_\_, 20\_\_, said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the said Developer, its successors and assigns, shall well and truly perform its obligations as set forth in the Standard Improvements Contract with respect to the public improvements to be constructed as a part of the Project known as **Community Redevelopment Agency Drainage Improvements** and provided that the contract is completed in a workmanlike manner to the satisfaction of the City of Memphis, all work in said contract to be performed in accordance with its terms, then this Bond shall be void, otherwise to remain in full force and effect pursuant to its terms.

AND, the Surety's obligation under this Bond shall arise after Obligee has notified the Principal, with a copy to the Surety, that Obligee has failed to satisfactorily complete and perform its obligations in a workmanlike manner and Principal's continued failure has been declared a default under the Standard Improvement Contract.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their signatures and seals, by the respective duly authorized officers, on the dates indicated.

DATED at Memphis, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MEMPHIS, TENNESSEE

THE DEVELOPER  
Memphis and Shelby County Redevelopment Agency

\_\_\_\_\_  
Mayor

*McKinley Martin, Jr.*  
\_\_\_\_\_  
McKinley Martin, Jr., Chairman

APPROVED AS TO FORM:

ADDRESS:  
170 N. Main Street, 6<sup>th</sup> Floor  
Memphis, TN 38103  
Phone: 901-636-6544

\_\_\_\_\_  
City Attorney

SURETY NAME & ADDRESS:

TENNESSEE RESIDENT AGENT NAME & ADDRESS

\_\_\_\_\_  
BY SURETY:

\_\_\_\_\_  
BY TENNESSEE RESIDENT AGENT:

*In Lieu of Bond:*

<i>Surety:</i>	<i>Letter of Credit No.</i>	<i>Amount</i>	<i>Date of Issue</i>
<i>Tri-State Bank of Memphis</i>	<i>200</i>	<i>\$1,826,400.00</i>	<i>04/13/2020</i>

**TRI-STATE BANK OF MEMPHIS**

1407 UNION AVENUE, SUITE 600  
MEMPHIS, TENNESSEE 38104  
P:(901) 525-0384 F:(901) 526-8608

**WHITEHAVEN OFFICE**

4606 ELVIS PRESLEY BLVD  
MEMPHIS, TENNESSEE 38116  
P:(901) 398-1342 F:(901) 526-8608

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**IRREVOCABLE LETTER OF CREDIT****Issuer:**

Tri-State Bank of Memphis  
4606 Elvis Presley Blvd  
Memphis, TN 38116

**Beneficiary:**

City of Memphis, TN  
125 North Main Street  
Memphis, TN 38103  
Attention: City Engineer's Land Development Officer

**Date:**

April 13, 2020

**Applicant:**

Memphis and Shelby County Community Redevelopment  
Agency

**Amount:** \$1,826,400.00

**L/C number:** 200

Dear Sir:

We hereby issue in your favor this irrevocable documentary credit which is available by negotiation of your draft at SIGHT drawn on Tri-State Bank of Memphis, 4606 Elvis Presley Blvd, Memphis, TN 38116, accompanied by the following:

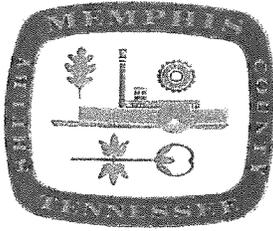
- An official statement from the City of Memphis that Memphis and Shelby County Community Redevelopment Agency has failed to comply with the terms of its contract in regards to the project known as Community Redevelopment Agency Drainage Improvements (Case #).

**CONDITIONS:**

- The letter of credit is drawn with the City of Memphis as the beneficiary.  
125 North Main Street, Room 644, Memphis, TN 38103  
Engineer Division - Land Development
- This letter of credit is valid for one calendar year from April 13, 2020 and is automatically renewable for additional one-year periods without any effort on the part of the City of Memphis at Tri-State Bank of Memphis' option until the aforesaid contract is satisfied in full. Should Tri-State Bank of Memphis decide not to renew this letter of credit, Tri-State Bank of Memphis agrees to notify the City of Memphis in writing 90 days prior to expiration date, by registered mail, return receipt requested, at which time the City of Memphis can draw up to the full face value of the letter of credit.

Sincerely,

Angel Price  
Senior Vice President



## Memphis City Council Summary Sheet

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

Resolution to approve the acceptance of grant funds in the amount of ten thousand dollars (\$10,000.00) from The Nike Foundation, via the Charities Aid Foundation of America and to appropriate the funds for the purpose of youth specialty sports camps in Summer 2020 [all council districts.] *Same night minutes requested.*

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

Division of Parks & Neighborhoods

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

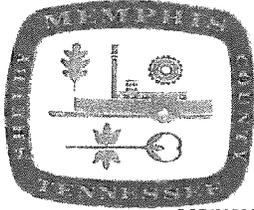
Not applicable

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

Not applicable.

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

City of Memphis must approve revenue of ten thousand dollars (\$10,000.00) from the Charities Aid Foundation of America.



***Resolution accepting grant funds of ten thousand dollars  
(\$10,000.00) from the Nike Foundation via Charities Aid Foundation of  
America for youth sports camps in summer 2020 (all council districts).***

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, operates summer camps for youth at zero cost to participants; and

**WHEREAS**, the Nike Foundation is a philanthropic organization focusing on improving health outcomes for youth through sports and play and;

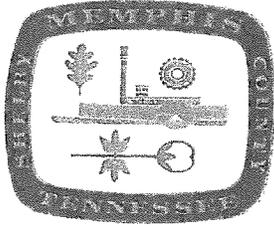
**WHEREAS**, the City of Memphis Division of Parks and Neighborhoods was selected as an awardee of the 2020 Nike Play grant and;

**WHEREAS**, it is necessary to accept these funds and amend the Fiscal Year 2020 operating grant account PK90081, and allow for expenditures of the same; and

**WHEREAS**, it is necessary to appropriate these funds in the amount of ten thousand dollars for supplies for youth sports camps.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2020 operating budget be hereby amended by accepting the grant of ten thousand dollars for supplies for youth sports camps from the Charities Aid Foundation into PK90081; and

**BE IT FURTHER RESOLVED** that operating funding of ten thousand dollars be allocated and appropriated to PK90081.



## Memphis City Council Summary Sheet

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

Resolution to approve the acceptance of grant funds in the amount of one hundred ~~and~~ fifty thousand dollars (\$150,000.00) from the Tennessee Department of Health and to appropriate the funds for the purpose of specialty programming and park improvements to improve physical activity in Chandler, Southside, and Gaston Parks [District 6]. *Same night minutes requested.*

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

Division of Parks & Neighborhoods

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

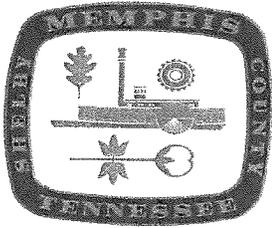
Not applicable

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

Not applicable.

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

City of Memphis must approve revenue of one hundred ~~and~~ fifty thousand dollars (\$150,000.00) from the ~~the~~ Tennessee Department of Health.



***Resolution accepting grant funds of one hundred fifty thousand dollars (\$150,000.00) from the Tennessee Department of Health for improvements to physical activity opportunity at Chandler, Southside, and Gaston Parks (District 6).***

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, owns and operates the public parks known as Chandler, Southside, and Gaston Parks; and

**WHEREAS**, the Tennessee Department of Health is a division of the State of Tennessee; and

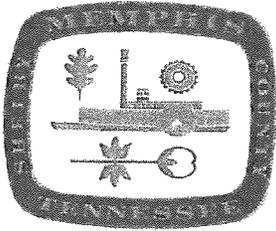
**WHEREAS**, the City of Memphis Division of Parks and Neighborhoods was selected in 2019 as an awardee of the Project Diabetes grant and will begin the second of three years in June 2020; and

**WHEREAS**, it is necessary to accept these funds and amend the Fiscal Year 2020 operating grant account PK90079, and allow for expenditures of the same; and

**WHEREAS**, it is necessary to appropriate these funds in the amount of one hundred fifty thousand dollars for physical activity improvements for Chandler, Southside, and Gaston Parks.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2020 operating budget be hereby amended by accepting the grant of one hundred fifty thousand dollars for physical activity improvements to Chandler, Southside, and Gaston Parks from the Tennessee Department of Health into PK90079; and

**BE IT FURTHER RESOLVED**, that operating funding of one hundred fifty thousand dollars be allocated and appropriated to PK90079.



## Memphis City Council Summary Sheet

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

Resolution to approve the acceptance of grant funds in the amount of one thousand five hundred dollars (\$1,500.00) from the Memphis Medical District Collaborative and to appropriate the funds for the purpose of specialty programming at Morris Park [District 7].

*Same night minutes requested.*

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

Division of Parks & Neighborhoods

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

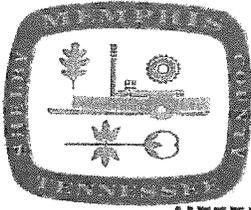
Not applicable

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

Not applicable.

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

City of Memphis must approve revenue of one thousand five hundred dollars (\$1,500.00) from the Memphis Medical District Collaborative.



***Resolution accepting grant funds of one thousand five hundred dollars (\$1500.00) from the Memphis Medical District Collaborative for specialty programming at Morris Park (District 7).***

**WHEREAS**, the City of Memphis, through its Division of Parks and Neighborhoods, owns and operates the public park known as Morris Park; and

**WHEREAS**, the Memphis Medical District Collaborative is a nonprofit organization focusing on development and community building within the Memphis Medical District and;

**WHEREAS**, the City of Memphis Division of Parks and Neighborhoods was selected as an awardee of the 2020 Place-Based Events grant and;

**WHEREAS**, it is necessary to accept these funds and amend the Fiscal Year 2020 operating grant account PK90080, and allow for expenditures of the same; and

**WHEREAS**, it is necessary to appropriate these funds in the amount of one thousand five hundred dollars for specialty programming at Morris Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2020 operating budget be hereby amended by accepting the grant of one thousand five hundred dollars for specialty programming at Morris Park from the Memphis Medical District Collaborative into PK90080; and

**BE IT FURTHER RESOLVED** that operating funding of one thousand five hundred dollars be allocated and appropriated to PK90080.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on April 1, 2020 approved Change No. 2 to Contract No. 11800, InfoWater Hydraulic Model Implementation Services with Innovyze, Incorporated to renew the current contract in the funded amount of \$11,040.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to allow Innovyze, Incorporated as a sole source provider, to develop a water distribution system model by using Geographic Information System (GIS) pipe and node information to update the existing MLGW InfoWater model. The initial term of the contract was for 36 months from the date of the Notice to Proceed. This change is to renew annual license, maintenance and support services for the Water Modeling Software for the period covering May 15, 2020 through May 14, 2021 in the funded amount of \$11,040.00, with a 2.98% increase in rates from the previous renewal due to increased maintenance costs. Innovyze, Incorporated is the sole owner, developer, and distributor of the InfoWater Software Package. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Innovyze, Incorporated. This single source renewal complies with all applicable laws and policies. The new contract value is \$129,260.00.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**April 1, 2020**

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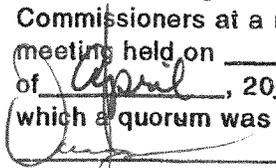
The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 2 to Contract No. 11800, InfoWater Hydraulic Model Implementation Services with Innovyze, Incorporated to renew the current contract in the funded amount of \$11,040.00.

The project scope is to allow Innovyze, Incorporated as a sole source provider, to develop a water distribution system model by using Geographic Information System (GIS) pipe and node information to update the existing MLGW InfoWater model. The initial term of the contract was for 36 months from the date of the Notice to Proceed. This change is to renew annual license, maintenance and support services for the Water Modeling Software for the period covering May 15, 2020 through May 14, 2021 in the funded amount of \$11,040.00, with a 2.98% increase in rates from the previous renewal due to increased maintenance costs. Innovyze, Incorporated is the sole owner, developer, and distributor of the InfoWater Software Package. MLGW is requesting continuous maintenance of the acquired system, which can only be performed by Innovyze, Incorporated. This single source renewal complies with all applicable laws and policies. The new contract value is \$129,260.00.

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. 11800, InfoWater Hydraulic Model Implementation Services with Innovyze, Incorporated to renew the current contract in the funded amount of \$11,040.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 1st day of April, 2020, at which a quorum was present.  
  
Secretary-Treasurer

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 1, 2020 approved Change No. 2 to Contract No. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems to renew and change the current contract in the funded amount of \$200,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal and change as approved; and

WHEREAS, the project scope is to provide a Back-Up Communications Plan for the MLGW Customer Care Center located at 1665 Whitten Road utilizing Session Initiation Protocol (SIP) Technology Solution and the ability to use 911 calling features with the new Voice Over Internet Protocol (IP) technology design. The initial term of this contract was for a 36-month period from the date of the Notice to Proceed with an option of two (2) annual renewal terms. This change is to renew the current contract term for the first of two (2) annual renewal terms covering the period August 16, 2020 through August 15, 2021 in the amount of \$150,000.00 for the monthly service fee for local dial tone services, with no increase in rates from the initial term. This change is to also add \$50,000.00 to the existing contract for the installation and monthly service fee of 48 SIP Trunks for the Spitfire Dialer Outbound Calling Services for the Customer Care Center at 1665 Whitten Road. This renewal and change complies with all applicable laws and policies. The new contract value is \$614,532.16; 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. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems to renew and change the current contract in the funded amount of \$200,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**April 1, 2020**

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The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 2 to Contract No. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems to renew and change the current contract in the funded amount of \$200,000.00.

The project scope is to provide a Back-Up Communications Plan for the MLGW Customer Care Center located at 1665 Whitten Road utilizing Session Initiation Protocol (SIP) Technology Solution and the ability to use 911 calling features with the new Voice Over Internet Protocol (IP) technology design. The initial term of this contract was for a 36-month period from the date of the Notice to Proceed with an option of two (2) annual renewal terms. This change is to renew the current contract term for the first of two (2) annual renewal terms covering the period August 16, 2020 through August 15, 2021 in the amount of \$150,000.00 for the monthly service fee for local dial tone services, with no increase in rates from the initial term. This change is to also add \$50,000.00 to the existing contract for the installation and monthly service fee of 48 SIP Trunks for the Spitfire Dialer Outbound Calling Services for the Customer Care Center at 1665 Whitten Road. This renewal and change complies with all applicable laws and policies. The new contract value is \$614,532.16.

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. 11682, Customer Care Center Back-Up Communications Plan with AT&T Business Systems to change and renew the current contract in the funded amount of \$200,000.00, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Renewal 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 April, 2020, at which a quorum was present.

Secretary-Treasurer

**RESOLUTION**

The Board of Light, Gas and Commissioners approved Amendments to its long-term natural gas contracts with Public Energy Authority of Kentucky ("PEAK") and The Tennergy Corporation ("Tennergy") to streamline the invoicing process for remaining purchases of natural gas at the discounts to market price included in the original contracts and recommends that the Memphis City Council approve the execution of such Amendments.

**NOW, THEREFORE, BE IT RESOLVED, THAT** the proposed Amendments to MLGW's long-term natural gas contracts with PEAK and Tennergy, providing for streamlined invoicing processes for the remaining purchases of natural gas by MLGW from the applicable seller at the discounts to market price included in the original agreements, are approved, and the President and CEO or Vice President of Engineering and Operations are hereby authorized to execute and deliver such Amendments.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
April 1, 2020

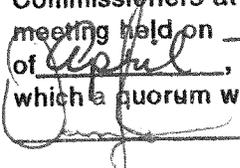
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The Vice President of Engineering and Operations presented the Board of Light, Gas and Water Commissioners with amendments to the long-term natural gas contracts with the Public Energy Authority of Kentucky ("PEAK") and The Tennergy Corporation ("Tennergy") to streamline the invoicing process.

Whereas, the Vice President of Engineering and Operations recommends that the Board approve the amendments and delegate authority to the President or VP of Engineering and Operations or his approved staff to execute and deliver the contract amendments to streamline the invoicing process for remaining purchases of natural gas at the discounts to market price included in the original contracts.

NOW, THEREFORE, BE IT RESOLVED THAT the President or Vice President of Engineering and Operations is hereby authorized to execute and deliver the contract amendments to streamline the invoicing process for remaining purchases of natural gas at the discounts to market price included in the original contracts.

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 April, 2020, at which a quorum was present.

  
Secretary-Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of April 1, 2020, awarded Contract No. 12153, Executive Search Firm to Preng & Associates in the funded not-to-exceed amount of \$65,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as proposed; and

WHEREAS, the project scope is to conduct an executive recruitment campaign for the position of Chief People Officer (CPO), as outlined in the Contract Document and Specifications (“Work”); and

WHEREAS, the Request for Proposal was advertised using MLGW’s On-Line Bid Notification System on January 10, 2020. MLGW solicited 18 companies and received seven (7) proposals on January 31, 2020, with the most responsive proposal being from Preng & Associates in a not-to-exceed amount of \$65,000.00. Proposals were evaluated on the following criteria: 1) Total Proposed Cost; 2) Experience with Local Government Executive Recruiting; 3) Expertise and Availability of Key Personnel; and 4) Satisfaction of Other Clients. The term of this contract is for a six (6) months period from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12153, Executive Search Firm to Preng & Associates in the funded not-to-exceed amount of \$65,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**April 1, 2020**

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The Acting Manager of Procurement and Contracts has recommended to the Board of Light, Gas and Water Commissioners that it award Contract No. 12153, Executive Search Firm to Preng & Associates in the funded not-to-exceed amount of \$65,000.00.

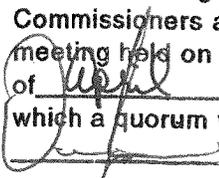
The project scope is to conduct an executive recruitment campaign for the position of Chief People Officer (CPO), as outlined in the Contract Document and Specifications (“Work”).

The Request for Proposal was advertised using MLGW’s On-Line Bid Notification System on January 10, 2020. MLGW solicited 18 companies and received seven (7) proposals on January 31, 2020, with the most responsive proposal being from Preng & Associates in a not-to-exceed amount of \$65,000.00. Proposals were evaluated on the following criteria: 1) Total Proposed Cost; 2) Experience with Local Government Executive Recruiting; 3) Expertise and Availability of Key Personnel; and 4) Satisfaction of Other Clients. The term of this contract is for a six (6) months period from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

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

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12153, Executive Search Firm to Preng & Associates in the funded not-to-exceed amount of \$65,000.00, as outlined in the above preamble, is approved; and further

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

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~ meeting held on 1st day of April, 2020, at which a quorum was present.  
  
Secretary-Treasurer

## RESOLUTION

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of April 1, 2020 approved a purchase order for a directional boring system and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the MLGW 2020 fiscal year budget; and

**WHEREAS**, the directional boring system will be used by distribution crews to install cable, pipe and conduit to maintain the MLGW electric, gas and water systems throughout Memphis and Shelby County in addition to various other customer service functions; and

**WHEREAS**, in accordance with *Tennessee Code Annotated §12-3-1205, Cooperative purchasing agreements*; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing authority. Sourcewell Public Utility in conjunction with the Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issued this RFP resulting in Sourcewell Public Utility Contract No. 012418-VRM with Vermeer Midsouth, Inc. for the procurement of grounds maintenance with related equipment, accessories and supplies. The RFP solicitation process met the public bidding requirements of the State of Tennessee and MLGW's Procurement Policy. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved a purchase order for a directional boring system from Vermeer Midsouth, Inc. via Sourcewell Public Utility Contract No. 012418-VRM for the sum of \$357,991.00 chargeable to the 2020 fiscal year budget.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**April 1, 2020**

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The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Vermeer Midsouth, Inc. via the Sourcewell Public Utility Contract No. 012418-VRM for the purchase of a directional boring system in the amount of \$357,991.00. Sourcewell Public Utility is a municipal, national cooperative contracting agency, which leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. Sourcewell Public Utility establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law.

The directional boring system will be used by distribution crews to install cable, pipe and conduit to maintain the MLGW electric, gas and water systems throughout Memphis and Shelby County in addition to various other customer service functions.

In accordance with *Tennessee Code Annotated §12-3-1205, Cooperative purchasing agreements*; MLGW is allowed to make purchases through cooperative purchasing agreements for the procurement of any goods, supplies, or equipment with one or more other governmental entities outside of this state to the extent the laws of the other state permit the joint purchasing authority. Sourcewell Public Utility in conjunction with the Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issued this RFP resulting in Sourcewell Public Utility Contract No. 012418-VRM with Vermeer Midsouth, Inc. for the procurement of grounds maintenance with related equipment, accessories and supplies. The RFP solicitation process met the public

bidding requirements of the State of Tennessee and MLGW's Procurement Policy. This award complies with all applicable laws and policies.

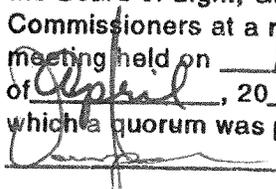
The 2020 budgeted amount for the purchase of Transportation and Fleet Services Power Operated Equipment is \$2,217,000.00; of which \$357,991.00 will be spent on this purchase order in 2020; leaving a balance of \$1,859,009.00 after award; and

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

THAT, subject to the consent and approval of the Council of the City of Memphis, award of a purchase order to Vermeer Midsouth, Inc. via Sourcewell Public Utility Contract No. 012418-VRM is approved for furnishing:

Vermeer D24X40S3 diesel powered, self-contained, portable, directional boring system, all in accordance with Division Specification No. TLDB-19-0502 at \$357,991.00;

Total award amounts to \$357,991.00 f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; delivery 120 days after receipt of order; terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 1<sup>ST</sup> day of April, 2020, at which a quorum was present.  
  
Secretary-Treasurer

## RESOLUTION

**WHEREAS,** the Board of Light, Gas and Water Commissioners in their meeting of April 1, 2020 approved the purchase of three phase low energy reclosers and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2020 fiscal year budget; and

**WHEREAS,** the reclosers are used to isolate and restore damaged portions of the electric distribution system. The low energy technology reduces the amount of forced used during fault testing to lessen momentary outages for customers on the main feeder. This strategy improves reliability, increases power quality, and reduces equipment damage. The reclosers minimizes the negative "fault multiplier" impact on the distribution system; and

**WHEREAS,** bids were opened on December 18, 2019. Notice to Bidders was advertised. Eight (8) bids were solicited and four (4) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being Brighter Days and Nites, Inc. This award complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved the purchase of three phase low energy reclosers from Brighter Days and Nites, Inc. for the sum of \$1,021,016.20 chargeable to the MLGW 2020 fiscal year budget.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**April 1, 2020**

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The Acting Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order to Brighter Days and Nites, Inc. in the amount of \$1,021,016.20 for three phase low energy reclosers.

The reclosers are used to isolate and restore damaged portions of the electric distribution system. The low energy technology reduces the amount of forced used during fault testing to lessen momentary outages for customers on the main feeder. This strategy improves reliability, increases power quality, and reduces equipment damage. The reclosers minimizes the negative "fault multiplier" impact on the distribution system.

Bids were opened on December 18, 2019. Notice to Bidders was advertised. Eight (8) bids were solicited and four (4) bids were received with the lowest and best complying bidder in accordance with MLGW's Local Bidding Preference policy being Brighter Days and Nites, Inc. This award complies with all applicable laws and policies.

The 2020 budgeted amount for Line Reconstruction is \$13,161,000.00; the amount spent year to date is \$2,206,646.18; leaving a balance available of \$10,954,353.82; of which \$1,021,016.20 will be spent on this purchase order in 2020; leaving a balance of \$9,933,337.62 after award; and

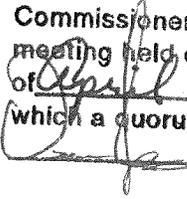
**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

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

Reclosers, pulse 630A 15.5kV,(3ph 12kV); Reclosers, 3-Three phase low-energy reclosing device, 15.5kV, 110kV BIL, 630 AMPS, 16 KAIC, shall be made in accordance with Material Description #40-2501 dated October 29, 2019;

Reclosers, pulse 630A 27kV (3ph 23kV); Reclosers, 3-Three phase low-energy reclosing device, 27kV, 125kV BIL, 630 amps, 12.5 KAIC, shall be made in accordance with Material Description #40-2502 dated October 29, 2019.

The total award amount is \$1,021,016.20; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; terms net 15 days; delivery in 25-26 weeks after release.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a ~~regular~~-~~special~~ meeting held on 1st day of April, 2020, at which a quorum was present.  
  
Secretary-Treasurer

**MINUTES**

**TELEPHONIC MEETING OF MARCH 24, 2020 RECESSED MEETING TO  
APRIL 7, 2020 MEETING OF THE CITY COUNCIL CITY OF MEMPHIS**

**March 24, 2020**

**3:30 P.M. MEETING RECONVENED**

After the meeting was re-opened for the transaction of business and a quorum was declared present, Councilman Colvett made a motion to adjourn the March 24, 2020 Council Meeting; this was seconded by Councilman Canale; without objection.

Chairwoman Robinson adjourned the March 24, 2020 Council Meeting being that there weren't any unfinished business; without objection.

**CITY OF MEMPHIS  
NOTICE OF REGULAR MEETING  
OF  
THE MEMPHIS CITY COUNCIL  
Tuesday, March 24, 2020, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and welfare of the public, City employees, Council staff and Members of the Council.

**THERE WILL BE NO PHYSICAL MEETING**

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

**ADJOURNED MEETING AT 3:31 P.M.**

.....  
Upon statement of the Chairman, without objection, the meeting was adjourned, subject to the call of the Chairman.

\_\_\_\_\_  
CHAIRMAN

Attest:

\_\_\_\_\_  
Deputy Comptroller/Council Records

**MINUTES**

**TELEPHONIC MEETING OF THE CITY COUNCIL**

**CITY OF MEMPHIS**

**April 7, 2020**

**3:30 P.M. SCHEDULED SESSION**

**3:32 P.M. MEETING COMMENCED**

**ROLL CALL:** J. Ford Canale, Chase Carlisle, Frank Colvett, Jr., Michalyn Easter-Thomas, Edmund Ford, Sr., Cheyenne Johnson, Martavius Jones, Rhonda Logan, Worth Morgan, JB Smiley, Jr., Jamita Swearingen, Jeff Warren and Chairwoman Patrice Robinson.

**THE MEETING WAS CALLED TO ORDER  
BY SERGEANT-AT-ARMS**

**INVOCATION**

The meeting was opened with telephonic prayer by Rev. Dr. Rosalyn Nichols of Freedom's Chapel Christian Church. Councilwoman Swearingen thanked Rev. Dr. Nichols for being the Chaplain of the Day.

**These minutes record the agenda items and the action taken by the Council on such items. The full text of the original of the ordinances, resolutions and supporting documents, including an audio recording of Council's deliberations are filed and maintained in the office of Council Records/Records Management, Room 2B-08. The original ordinances and/or resolutions adopted by the Council shall control in the event of any conflict between the description in these minutes and the original documents, ordinances and/or resolutions.**

Approval of the Minutes of the regular meeting of March 24, 2020 with the following motion:

**MOTION:** Colvett  
**SECOND:** Canale  
**AYES:** Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

- 1. RESOLUTION DESIGNATING APRIL 17, 2020 AS BLUE & GREEN DAY 901 AND RECOGNIZING THE MID-SOUTH TRANSPLANT FOUNDATION. THIS RESOLUTION IS SPONSORED BY COUNCILWOMAN LOGAN.**

MOTION: Logan  
 SECOND: Easter-Thomas  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

**MLGW FISCAL CONSENT AGENDA – Items #2 - #16 may be acted upon by one motion:**

2. **RESOLUTION APPROVING CHANGE NO. 22 TO CONTRACT NO. 10705, ORACLE SOFTWARE LICENSE AND SERVICE WITH ORACLE AMERICA CORPORATION, IN THE FUNDED AMOUNT OF \$3,215,805.60. (THIS CHANGE IS TO RENEW ANNUAL SOFTWARE MAINTENANCE, SUPPORT SERVICES, AND LICENSES FOR VARIOUS TECHNICAL SUPPORT SERVICES.)**

**APPROVED**

3. **RESOLUTION APPROVING POSITION NOS. 4674 AND 5689, COMPUTER SOFTWARE SPECIALIST 3 AND SALARIES FOR EACH POSITION OF \$96,026.**

**APPROVED**

4. **RESOLUTION APPROVING CHANGE NO. 6 TO CONTRACT NO. 11735, ONSITE COMPUTER AND TECHNICAL CLASSES WITH SOUTHWEST TENNESSEE COMMUNITY COLLEGE, IN THE FUNDED AMOUNT NOT-TO-EXCEED \$20,000.00. (THIS CHANGE IS TO EXTEND THE CURRENT CONTRACT FOR 8-MONTHS COVERING THE PERIOD APRIL 1, 2020 THROUGH DECEMBER 31, 2020, WITH NO INCREASE IN RATES FROM THE PREVIOUS RENEWAL. THIS EXTENSION IS TO ALLOW THE MLGW UNIVERSITY TO FACILITATE COMPUTER AND TECHNICAL CLASS TRAINING THROUGH MLGW AND NOT THROUGH A CONTRACTED VENDOR.)**

**APPROVED**

5. **RESOLUTION APPROVING THE AGREEMENT OF THE ON-GOING COMMITMENT TO LOCAL ECONOMIC AND COMMUNITY DEVELOPMENT WITH THE GREATER MEMPHIS CHAMBER, IN THE FUNDED AMOUNT OF \$175,000.00. (THIS AGREEMENT WILL BE FOR SERVICES TO BE RENDERED BY THE GREATER MEMPHIS CHAMBER FOR THE PERIOD SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020.)**

**APPROVED**

6. **RESOLUTION AWARDDING A PURCHASE ORDER TO YODER SALES AGENCY, INC. FOR SUBSTATION CAPACITOR SWITCHES, IN THE AMOUNT OF \$455,940.00.**

7. **RESOLUTION AWARDING A PURCHASE ORDER TO INDUSTRIAL SALES OF MEMPHIS FOR THE PURCHASE OF BUSHINGS, IN THE AMOUNT OF \$99,489.96.**

**APPROVED**

8. **RESOLUTION APPROVING PAYMENT OF AN INVOICE FROM THE AMERICAN PUBLIC GAS ASSOCIATION FOR THE 2020 ANNUAL MEMBERSHIP DUES IN THE AMOUNT OF \$57,300.00.**

**APPROVED**

9. **RESOLUTION APPROVING CHANGE NO. 2 TO CONTRACT NO. 11872, SELF INSURED HEALTHCARE WITH CIGNA HEALTHCARE, IN THE ESTIMATED FUNDED AMOUNT OF \$52,172,147.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR A SECOND AND FINAL 12-MONTH RENEWAL OPTION COVERING THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, WITH NO INCREASE IN ADMINISTRATION FEES. THE DIVISION WILL PAY 75% OF THE EMPLOYEE'S ANNUAL PREMIUM IN THE ESTIMATED FUNDED AMOUNT OF \$39,129,110.25 AND MLGW EMPLOYEES/RETIREEES WILL BE RESPONSIBLE FOR 25% OF THE ANNUAL PREMIUMS THROUGH PAYROLL DEDUCTION IN THE ESTIMATED AMOUNT OF \$13,043,036.75. THE PROJECTED AMOUNT TO BE FUNDED BY MLGW IS \$39,129,110.25, THE ACTUAL PAYMENTS FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 WILL BE RECONCILED TO THE PROJECTED AMOUNT AND THE RESULTS REPORTED TO THE BOARD OF COMMISSIONERS AT THE END OF EACH TERM.)**

**APPROVED**

10. **RESOLUTION APPROVING CHANGE NO. 14 TO CONTRACT NO. 10793, PROFESSIONAL PORTFOLIO SOFTWARE WITH ADVENT SOFTWARE, INCORPORATED, IN THE FUNDED AMOUNT OF \$35,926.28. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR AN ADDITIONAL YEAR FOR THE PERIOD COVERING MAY 11, 2020 THROUGH MAY 10, 2021. THIS RENEWAL REFLECTS A 3% INCREASE FROM THE PREVIOUS YEAR DUE TO CONTINUED DEVELOPMENT OF THE PRODUCTS, AS WELL AS COST TO SUPPORT THOSE PRODUCTS. MLGW IS REQUESTING APPROVAL OF CONTINUOUS MAINTENANCE SUPPORT OF THE ACQUIRED SYSTEM, WHICH CAN ONLY BE PERFORMED BY ADVENT SOFTWARE, INCORPORATED.)**

**APPROVED**

11. **RESOLUTION APPROVING CHANGE NO. 14 TO CONTRACT NO. 11292, CASHIERING SYSTEM REPLACEMENT WITH SYSTEM INNOVATORS, IN THE FUNDED AMOUNT OF \$45,806.03. (THIS CHANGE IS TO RENEW ANNUAL HARDWARE, SOFTWARE MAINTENANCE, AND SUPPORT SERVICES FOR CREDITRON SOFTWARE AND OPEX HARDWARE (ITEM AGE EXPRESS) FOR**

**THE PERIOD COVERING MAY 1, 2020 THROUGH APRIL 30, 2021 IN THE FUNDED AMOUNT OF \$45,806.03, WHICH REFLECTS A 2% INCREASE IN RATES FROM THE PREVIOUS RENEWAL. THE INCREASE IS TO IMPROVE PERFORMANCE OF THE SOFTWARE, UPDATES (BUG FIXES AND PATCHES), TRAINING AND RETAINING SUPPORT TECHNICIANS, AND DEVELOPING NEW FUNCTIONALITY. MLGW IS REQUESTING CONTINUOUS MAINTENANCE OF THE ACQUIRED SYSTEMS, WHICH CAN ONLY BE PERFORMED BY SYSTEM INNOVATORS AND THE THIRD-PARTY PROVIDERS.)**

**APPROVED**

12. **RESOLUTION AWARDING A PURCHASE ORDER TO TAG TRUCK CENTER FOR THE PURCHASE OF CAB AND CHASSIS DUMP BODY TRUCKS, IN THE AMOUNT OF \$1,910,895.00.**

**APPROVED**

13. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 11921, GENERAL PEST CONTROL AND TERMITE SERVICES WITH NU ERA PEST CONTROL, IN THE FUNDED AMOUNT OF \$38,240.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS COVERING THE PERIOD NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR.)**

**APPROVED**

14. **RESOLUTION APPROVING CHANGE NO. 3 TO CONTRACT NO. 11894, GROUNDS MAINTENANCE - WELL LOTS WITH TURF DOCTORS L&LM, LLC, IN THE FUNDED AMOUNT OF \$69,441.40. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING MAY 17, 2020 THROUGH MAY 16, 2021, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR. THIS CONTRACT COVERS MOWING SERVICES ON MLGW WELL LOTS AND FUTURE WELL LOTS (VACANT LOTS) IN MEMPHIS AND SHELBY COUNTY, TENNESSEE.)**

**APPROVED**

15. **RESOLUTION APPROVING CHANGE NO. 2 TO CONTRACT NO. 11947, GROUNDS MAINTENANCE WITH BEAN AND PRINCE CONTRACTORS, INCORPORATED, IN THE FUNDED AMOUNT OF \$422,992.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE SECOND OF FOUR ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING MAY 12, 2020 THROUGH MAY 11, 2021, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR. MLGW LOCATIONS COVERED UNDER THIS CONTRACT ARE ELECTRIC SUBSTATIONS, WATER PUMPING STATIONS, GAS REGULATORS, ETC. IN ADDITION, THIS CHANGE IS**

**TO EXPAND THE SCOPE OF WORK TO INCLUDE FIVE ADDITIONAL CUTS AT MLGW'S LNG PLANT-ARLINGTON.)**

**APPROVED**

16. **RESOLUTION APPROVING CHANGE NO. 4 TO CONTRACT NO. 11815, GROUNDS MAINTENANCE AND LANDSCAPING WITH LANDSCAPE WORKSHOP, IN THE FUNDED AMOUNT OF \$84,247.00. (THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE FOURTH AND FINAL ANNUAL RENEWAL TERM FOR THE PERIOD COVERING MAY 3, 2020 THROUGH MAY 2, 2021, WITH NO INCREASE IN RATES FROM THE PREVIOUS YEAR. MLGW LOCATIONS COVERED UNDER THIS CONTRACT ARE 1) 220 SOUTH MAIN STREET; 2) 245 SOUTH MAIN STREET; 3) 1665 WHITTEN ROAD; 4) 4949 RALEIGH LAGRANGE ROAD; 5) 2425 COVINGTON PIKE; AND 6) A VACANT LOT SOUTH ON WHITTEN ROAD, SOUTH OF 1665 WHITTEN ROAD.)**

**APPROVED**

**ROLL CALL MLGW FISCAL CONSENT ITEMS**

MOTION: Morgan  
 SECOND: Carlisle  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

17. **ORDINANCE AMENDING CHAPTER 21 OF THE CITY OF MEMPHIS, CODE OF ORDINANCES TO ADD A SECTION RELATED TO THE SPEED ENFORCEMENT PHOTOGRAPHIC SYSTEM, UP FOR T H I R D AND F I N A L READING. ORDINANCE NO. 5747 IS SPONSORED BY THE DIVISION OF ENGINEERING.**

**(Councilwoman Easter-Thomas made a motion for a friendly amendment approving the Speed Enforcement Cameras for the "S" curve portion of Ordinance No. 5747 to go into effect immediately; and the School Zones portion to go into effect starting August 2020; without objection.)**

MOTION: Smiley  
 SECOND: Colvett  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

18. **RESOLUTION APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION AND JET INFRASTRUCTURE IA (MEMPHIS) LLC F/K/A WESPAC PIPELINES-MEMPHIS LLC**

**F/K/A BUCKEYE AVIATION (MEMPHIS) LLC. JET INFRASTRUCTURE IS IN MEMPHIS CITY COUNCIL DISTRICT 4 AND SUPER DISTRICT 8 AND PORT COMMISSION IS IN COUNCIL DISTRICT 6, SUPER DISTRICT 8. THIS RESOLUTION IS SPONSORED BY MEMPHIS AND SHELBY COUNTY PORT COMMISSION.**

CONTRACT NO. CR-5326

MOTION: Jones  
SECOND: Canale  
AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

**FISCAL CONSENT AGENDA – Items #19 - #22 may be acted upon by one motion:**

- 19. **RESOLUTION TRANSFERRING OWNERSHIP OF A 1934 PIRSCH PUMPER TO THE FIRE MUSEUM OF MEMPHIS. THIS RESOLUTION IS SPONSORED BY FIRE SERVICES. (REQUEST FOR SAME NIGHT FISCAL CONSENT)**

**APPROVED**

- 20. **RESOLUTION TRANSFERRING AND APPROPRIATING CONSTRUCTION FUNDS IN THE AMOUNT OF \$463,347.00 FOR THE JOHN’S CREEK CHANNEL LINING REPAIR PROJECT NUMBER ST03212. THIS PROJECT IS IN MEMPHIS CITY COUNCIL DISTRICT 4 AND SUPER DISTRICT 9. THIS RESOLUTION IS SPONSORED BY PUBLIC WORKS DIVISION. (REQUEST FOR SAME NIGHT FISCAL CONSENT AND MINUTES)**

**APPROVED**

- 21. **RESOLUTION APPROVING THE SALE FOR CITY OWNED SURPLUS PROPERTY, IN THE AMOUNT OF \$2,000.00, ACQUIRED WITH FEDERAL FUNDS BY THE CITY OF MEMPHIS FOR THE DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT. THE PROPERTY IS LOCATED AT 944 TULLY STREET IN MEMPHIS, SHELBY COUNTY, TENNESSEE 38107 AND FURTHER DESCRIBED AS PARCEL #027004 00047. THE PROCEEDS FROM THIS SALE SHALL BE DEPOSITED INTO THE FEDERAL FUND; FUND 221 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. THIS PROPERTY IS LOCATED IN DISTRICT 7, SUPER DISTRICT 8. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT FISCAL CONSENT)**

**APPROVED**

- 22. **RESOLUTION APPROVING THE SALE FOR CITY OWNED SURPLUS PROPERTY, IN THE AMOUNT OF \$500.00, ACQUIRED WITH FEDERAL FUNDS BY THE CITY OF MEMPHIS FOR THE DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT. THE PROPERTY IS LOCATED AT 949 WOODLAWN STREET IN MEMPHIS, SHELBY COUNTY, TENNESSEE 38107 AND FURTHER DESCRIBED AS PARCEL #027004 00050. THE PROCEEDS FROM THIS SALE SHALL BE DEPOSITED INTO A FEDERAL FUND; FUND 221 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. THIS PROPERTY IS LOCATED IN DISTRICT 7, SUPER DISTRICT 8. THIS RESOLUTION IS SPONSORED BY GENERAL SERVICES DIVISION. (REQUEST FOR SAME NIGHT FISCAL CONSENT)**

**APPROVED**

**ROLL CALL FISCAL CONSENT ITEM**

MOTION: Johnson  
 SECOND: Easter-Thomas  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

**(Special Item #1 – Chairman Colvett made a motion to approve same night minutes for Item #20 from tonight’s meeting)**

MOTION: Colvett  
 SECOND: Canale  
 AYES: Canale, Carlisle, Colvett, Easter-Thomas, Ford, Johnson, Jones, Logan, Morgan, Smiley, Swearingen, Warren and Chairwoman Robinson

**APPROVED**

**CITY OF MEMPHIS  
 NOTICE OF REGULAR MEETING  
 OF  
 THE MEMPHIS CITY COUNCIL  
 Tuesday, April 7, 2020, 3:30 p.m.**

Due to the declarations of a State of Emergency by the President of the United States, the Governor of Tennessee and the Mayor of Memphis relating to Covid-19 Epidemic the Council has determined that is necessary that the meeting be conducted by electronic or other means of communication in order to protect the health, safety and

welfare of the public, City employees, Council staff and Members of the Council.

## **THERE WILL BE NO PHYSICAL MEETING**

Attached to this Notice of Meeting are instructions on how members of the public may electronically access the meeting and/or a recording of the meeting and how the public may provide written comments concerning any agenda item or any other matter prior to the meeting.

### **INSTRUCTIONS OF STEPS TO VIEW THE APRIL 7, 2020 MEMPHIS CITY COUNCIL MEETING**

Take notice, the Memphis City Council will meet on **Tuesday, April 7, 2020 at 1:15 p.m.** However, due to Coronavirus disease (COVID-19) health and safety concerns, the public is not permitted to attend the meeting in-person. Instead, the public is permitted to participate in the meeting in the following manner: (I) Electronically, via live-stream, (II) Radio, via 88.5 FM (WQOX), and (III) Electronically, via digital archive.

#### **A. Electronically, via live-stream**

**To view the Tuesday, April 7, 2020 Memphis City Council meeting electronically, via live-stream, follow the steps below:**

- (1) Access the internet,
- (2) Go to the Memphis City Council's "Watch Meetings Online" page at <https://www.memphistn.gov/cms/One.aspx?portalID=11150816&pageID=15334953>
- (3) At 1:15 p.m., click on the April 7, 2020 Memphis City Council meeting
- (4) Begin viewing the April 7, 2020 Memphis City Council meeting electronically via live-stream
- (5) Click on the April 7, 2020 "Agenda" tab to view the agenda documents

#### **B. Radio, via 88.5 FM (WQOX)**

**To listen to the Tuesday, April 7, 2020 Memphis City Council meeting by radio, via 88.5 FM (WQOX), follow the steps below:**

- (1) Access a radio with FM-capabilities,
- (2) At 3:30 p.m., turn the radio dial to 88.5 FM (WQOX),
- (3) Begin listening to the April 7, 2020 Memphis City Council meeting by radio via 88.5 FM (WQOX)

**C. Electronically, via digital archive**

**To listen to the Tuesday, April 7, 2020 Memphis City Council meeting electronically, via digital archive, follow the steps below:**

- (1) Access the internet **after** the April 7, 2020 Memphis City Council meeting,
- (2) Go to the Memphis City Council’s “Archived Videos” page at [https://www.memphistn.gov/government/city\\_council/watch\\_public\\_meetings\\_online/city\\_council\\_archived\\_videos](https://www.memphistn.gov/government/city_council/watch_public_meetings_online/city_council_archived_videos)
- (3) Press play on the April 7, 2020 “City Council Full Meeting” tab
- (4) Begin viewing the April 7, 2020 Memphis City Council meeting electronically via digital archive
- (5) Click on the April 7, 2020 “Agenda” tab to view the agenda documents
- (6) Click on the April 7, 2020 “Minutes” tab to view the meeting minutes

**Note: Public comments may be submitted to the Memphis City Council twenty-four (24) hours prior to the April 7, 2020 meeting. To submit your public comment, please email [Patrice.robinson@memphistn.gov](mailto:Patrice.robinson@memphistn.gov) with your (a) full name, (b) full street address, (c) phone number, (d) agenda item, if applicable, and (e) comment. For more information, please call (901) 636-6786.**

**Thank you for your patience during this time. We look forward to continuing our work on your behalf as a thirteen-member council working to make Memphis a safe, healthy, and prosperous city for all!**

**With earnest appreciation,**



**Patrice Jordan Robinson  
Chairwoman, Memphis City Council**

**(Councilman Colvett made a motion to recess the meeting. This was seconded by Councilman Canale.)**

**RECESSED MEETING AT 4:21 P.M.**

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Upon statement of the Chairman, without objection, the meeting was adjourned, subject to the call of the Chairman.

\_\_\_\_\_  
CHAIRMAN

Attest:

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Deputy Comptroller/Council Records