

REGULAR MEETING OF THE BOARD OF COMMISSIONERS, MEMPHIS-SHELBY COUNTY  
AIRPORT AUTHORITY (MSCAA) June 27, 2019

CALL TO ORDER

RECOGNITION OF VISITORS, OTHERS

APPROVAL OF BOARD MEETING MINUTES *May 16, 2019*

**Resolutions for Approval This Month**

1. Approval of Agreement – Adoption of TN 457(b) Deferred Compensation Plan
2. Approval of Contract – On Call Roofing Repair – Ark Roofing, Inc.
3. Approval of Agreement – Single Source Vendor for Wildlife Damage Management Program – APHIS-WS
4. Approval of Purchase – Front Drive Cameras w/ Existing ACAMS and CCTV Infrastructure Agreement – Schneider Electric
5. Approval of Contract Negotiation – Fuel & Facilities Management & Maintenance Services

**Division Reports**

TREASURER and PROPERTIES REPORTS

Forrest Artz, Vice President of Finance and Administration/CFO

OPERATIONS REPORT

Terry Blue, Vice President of Operations

INFORMATION ITEMS

NEXT BOARD MEETING – July 18, 2019

## RESOLUTION

WHEREAS, Memphis-Shelby County Airport Authority, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, Amendment Number Two signed February 8, 2012, Amendment Number Three signed February 26, 2015 and Amendment Number Four signed September 26, 2016 as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
  - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in accordance with applicable law.

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

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 6-27-19

## RESOLUTION

WHEREAS, on September 28, 2017 by Resolution 17-4808 the Board of Commissioners of the Memphis-Shelby County Airport Authority ("Airport Authority") authorized the President and CEO to enter into contract for On-Call Roofing Repair with Ark Roofing, Inc. ("Ark"); and,

WHEREAS, Ark is a certified Disadvantaged Business Enterprise; and,

WHEREAS, on October 10, 2018, Purchase Order 19-MBM-46605 was awarded to Ark in the amount of \$68,440.00 to conduct repairs to a rain leader for a roof drain in Terminal B ("Purchase Order"); and,

WHEREAS, the scope of work of the Purchase Order consisted of removing copper and/or brass shards from the rain leader; video-inspecting the line prior to installation of new lining; deploying a specially made liner into the rain leader; steam-pressuring to cure the liner; and video-inspecting upon completion of the project; and,

WHEREAS, upon completion of the initial video inspection, it was determined that additional shards are present within the system of piping and that more extensive repairs would be required; and,

WHEREAS, Ark has estimated that to remove the additional shards and execute the repairs, the total not-to-exceed project cost should be increased to \$125,500.00; and,

WHEREAS, the Airport Authority maintenance department concurs with the findings and the proposed necessary repairs and accordingly, management recommends award of this work to Ark Roofing, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Memphis-Shelby County Airport Authority that the award to Ark Roofing, Inc. is hereby approved and the President and CEO or his designee is hereby authorized to award the work as herein described under existing Contract 18-01071 with costs to be paid from the Airport Authority's operating funds or any other funds as identified by the CFO.

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06-27-19

## RESOLUTION

WHEREAS, Memphis-Shelby County Airport Authority ("Authority") entered into a Cooperative Service Agreement (Agreement) with the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) - Wildlife Services (WS) effective July 1, 2002 to provide a wildlife damage management program for the protection of human health and air traffic safety at airports operated by the Authority; and,

WHEREAS, APHIS-WS has statutory authority under applicable federal legislation to cooperate with states, local jurisdictions, individuals, public and private agencies, organizations, and institutions conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety; and,

WHEREAS, wildlife hazards and wildlife mitigation are critical to the safety of airports and aviation transportation; and,

WHEREAS, APHIS-WS, has submitted their cost proposal covering the period of July 1, 2019, through June 30, 2020, at a not-to-exceed cost of One Hundred Nineteen Thousand Seven Hundred and Sixty-Five Dollars (\$119,765.00), which is the same as the prior two years and is reasonable and acceptable to the Authority; and,

WHEREAS, in accordance with established policies, the Authority has listed APHIS-WS as a Single Source Vendor; and,



WHEREAS, Authority Management recommends approval.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Memphis-Shelby County Airport Authority, that the President and CEO or his designee is hereby authorized to execute the Agreement as herein described, cost to be paid from MSCAA Annual Operating Funds or any other funds as identified by the CFO.

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06-27-19

## RESOLUTION

WHEREAS, the Memphis-Shelby County Airport Authority ("Airport Authority") entered into a contract with Schneider Electric ("Schneider") as approved by Resolution #11-4576 adopted by the Board of Commissioners ("Board") on September 16, 2011, for the design, installation and integration services of a Closed Circuit TV Surveillance System ("CCTV") and Access Control and Alarm Monitoring System ("ACAMS") at the Memphis International Airport ("MEM"); and,

WHEREAS, the Airport Authority entered into a contract with Schneider as approved by Resolution #16-4762 adopted by the Board on September 15, 2016, for the purchase of security services and parts to maintain ACAMS and CCTV infrastructure throughout the entire MEM complex through June 30, 2018; and,

WHEREAS, the Airport Authority entered into a contract with Schneider as approved by Resolution #18-4841 adopted by the Board on June 21, 2018, for the purchase of security services and parts to maintain ACAMS and CCTV infrastructure throughout the entire MEM complex through June 30, 2020; and,

WHEREAS, new cameras are recommended in order to improve security; and,

WHEREAS, the proposed scope of work includes the purchase of 51 cameras; a 160TB (terabyte) storage node (to provide at least 30 days of digital storage); software; licenses; installation services for the storage node; warranty, and freight; and,

WHEREAS, to continue support of all components of the CCTV system under the current agreement, Schneider must install and configure the equipment; and,

WHEREAS, installation of cabling and the CCTV cameras referenced above will be presented in the near future; and,

WHEREAS, Schneider has proposed a lump sum fee of \$163,345.00 under National IPA's cooperative contract #R170504 with Schneider for the above-referenced scope of work; and,

WHEREAS, Airport Authority Management recommends approval; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Memphis-Shelby County Airport Authority, that the President and CEO or his designee is hereby authorized to complete the purchase with Schneider Electric as herein described, cost to be paid from MSCAA Annual Operating Funds and any other funds as identified by the CFO.

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06-27-19

## RESOLUTION

WHEREAS, pursuant to public advertisement, Statements of Qualifications for Fuel and Facilities Management and Maintenance Services for the Memphis-Shelby County Airport Authority ("Airport Authority") were received as follows:

REQUEST FOR QUALIFICATIONS  
FUEL AND FACILITIES MANAGEMENT AND MAINTENANCE SERVICES  
FOR MEMPHIS INTERNATIONAL AIRPORT  
Received May 15, 2019

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STATEMENTS OF QUALIFICATIONS RECEIVED FROM:

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Fuel Facility Management, Inc.\*

LGC Global Energy FM, LLC\*

*\* Out of town firms*

and,

WHEREAS, the scope of services consists of managing the Consolidated Rental Car Maintenance (CONRAC) Facility and Quick Turn Around (QTA) Facility, and includes responsibility for all routine and preventative maintenance of, repairs to, and replacement of facilities and equipment; includes coordinating and scheduling all fuel and motor vehicle lubricant deliveries to ensure sufficient supply at all times; and requires maintaining the CONRAC and QTA in full compliance with the contract and all laws, regulations, and ordinances; and,

WHEREAS, the initial term of the contract will be for a period of five (5) years with one (1) two (2) year renewal option to be exercised at the Airport Authority's sole discretion, for a potential total contract term of seven (7) years; and,

WHEREAS, the Statements of Qualifications were evaluated according to established criteria and the selection committee interviewed both firms; and,

WHEREAS, the selection committee subsequently ranked the firms in the following order:

1. Fuel Facility Management, Inc.
2. LGC Global Energy FM, LLC

and,

WHEREAS, Airport Authority Management will negotiate a contract for services to be performed with the number-one ranked firm; however, if negotiations are unsuccessful with the number-one ranked firm, negotiations will terminate with that firm and begin with the next-ranked firm until a satisfactory agreement has been reached; and,

WHEREAS, in furtherance of its Disadvantage Business Enterprise (DBE) Program, the Airport Authority established a DBE goal of 25% for the full term of this contract; and,

WHEREAS, all respondents pledged to meet or exceed the DBE goal; and,

WHEREAS, because this is a qualifications-based selection process, DBE partners, dollars, and percentages will be determined in negotiations; and,

WHEREAS, Airport Authority Management recommends award of the contract to Fuel Facility Management, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Memphis-Shelby County Airport Authority, that the award to Fuel Facility Management, Inc., is hereby approved as the number one ranked firm, and the President and CEO or his designee is hereby authorized to negotiate and execute a contract for Fuel and Facilities Management and Maintenance Services as referenced above, with cost to be paid from the Airport Authority's operating funds or any other funds as identified by the CFO.

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06-27-19