

Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2013 Capital Improvement Budget by transferring and appropriating funds to install speed humps in various locations in the city.

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

The Engineering Division (upon citizens' request) has determined the need for installation of speed humps in various neighborhoods.

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

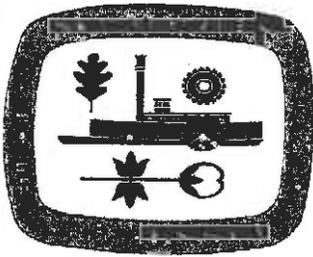
This project does not involve a change to an existing ordinance or resolution.

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

This speed hump project will require a new contract.

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

A new contract and expenditure of funds are required.



City Council Item Routing Sheet

Division: ENGINEERING

Committee

Hearing Date

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other:

Item Description (Not the caption, but what does it do): Resolution amending the FY13 Capital Improvement Budget by transferring an allocation of \$1,011,546.00 in G.O. Bonds - in Traffic Calming Devices, Project Number EN01007, to Speed Hump Installation -Group 8, Project Number EN01041, for the purpose of installing speed humps in various locations in the city; and appropriating \$1,011,546.00 funded by G.O. Bonds - for Speed Hump Installation Group 8, Project Number EN01041, for a Construction Contract with CANTRELL CONSTRUCTION.

Recommended Council Action: Adopt the resolution. (City Engineering recommends approval)

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: N/A

Does this item require city expenditure?

No

\$Revenue to be received

Source and Amount of Funds

G.O. Bonds: \$1,011,546.00

CIP Project Number: EN01041

Approvals

Director  Date 05/21/13

Chief Administrative Officer

Director _____ Date _____

_____ Date _____

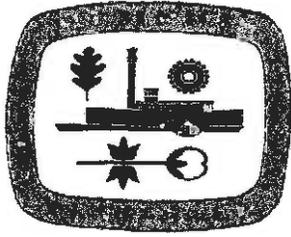
Budget Manager _____ Date _____

Council Committee Chair

Finance Director _____ Date _____

_____ Date _____

City Attorney _____ Date _____



A Resolution appropriating Construction Funds for EN01041 – Speed Hump Installation-Group 8

WHEREAS, the Council of the City of Memphis did include Traffic Calming Devices, Project Number EN01007 as part of the Engineering Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on May 3, 2013 for speed hump installations at various locations with the lowest complying bid being \$936,617.00 submitted by CANTRELL CONSTRUCTION; and

WHEREAS, it is necessary to transfer an allocation of \$1,011,546.00 funded by G.O. Bonds – from Traffic Calming Devices, Project Number EN01007 to Speed Hump Installation – Group 8, Project Number EN01041; and

WHEREAS, it is necessary to appropriate \$1,011,546.00 funded by G.O. Bonds in Speed Hump Installation – Group 8, Project Number EN01041 as follows:

Contract Amount	\$936,617.00
Project Contingencies	<u>\$74,929.00</u>
Total Amount	\$1,011,546.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$1,011,546.00 funded by G.O. Bonds from Traffic Calming Devices, Project Number EN01007 to Speed Hump Installation – Group 8, Project Number EN01041.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$1,011,546.00 funded by G.O. Bonds and chargeable to the Fiscal Year 2013 Capital Improvement Budget and credited as follows:

Project Title	Speed Hump Installation – Group 8
Project Number	EN01041
Total Amount	\$1,011,546.00

**CITY OF MEMPHIS
CAPITAL IMPROVEMENT BUDGET
REQUEST FOR COUNCIL APPROPRIATION**

DIVISION: ENGINEERING

DATE: 05/17/13

PROJECT: Speed Hump Installation - Group 8

INITIATED BY: Mary Williams

TITLE: Coord Admin Support

Finance Office Only

Fund	Fiscal Month	Trans. No.

REVENUE

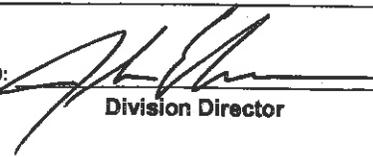
Award	Resource	CIP Project	AMOUNT	
			Revenue	
11011	G.O. Bonds	EN01041	\$ 1,011,546.00	

EXPENSE

Award	Resource	CIP Project	AMOUNT	
			Expense	
11011	Contract Construction	EN01041		\$ 1,011,546.00

TOTALS	\$ 1,011,546.00	\$ 1,011,546.00
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COMMENTS: Speed Hump Installation - Various Locations

APPROVED:  05/21/13
Division Director DATE

APPROVED: _____
Budget Manager/Comptroller/Deputy Comptroller DATE

APPROVED: _____ DATE
Director of Finance

Finance Only
EFFECTIVE DATE
 / /

ORDINANCE NO _____

ORDINANCE TO TRANSFER OWNERSHIP OF THE CITY'S STREET LIGHTS WITHIN THE CITY LIMITS TO THE MEMPHIS LIGHT GAS AND WATER DIVISION AND TO ASSIGN THE FUNCTION OF OPERATING AND MAINTAINING STREET LIGHTS WITHIN THE CORPORATE LIMITS OF THE CITY AND AUTHORIZING THE BOARD OF COMMISSIONERS OF THE MEMPHIS LIGHT GAS AND WATER DIVISION TO MAKE A SCHEDULE OF RATES FOR STREET LIGHTING FOR APPROVAL BY THE COUNCIL IN ACCORDANCE WITH SECTION 680 OF THE CHARTER

WHEREAS, pursuant to Home Rule Charter Amendment No 3054, adopted by referendum vote on November 4, 1980, the City Council was authorized to assign the management and control over energy systems to MLGW upon such terms and conditions as the Council may prescribe and the Council was authorized to prescribe by ordinance other functions to be performed by MLGW;

WHEREAS, MLGW is also authorized by the City's Charter § 677 to operate and maintain within the corporate limits of the City an electric plant or system, including without limitation, transmission lines, poles, conduits, wires, cables, lamp, fixtures, accessory apparatus, rights of way and easements for the purpose of furnishing electric power and energy for lighting and other purposes for which electric power may be used;

WHEREAS, the Council desires to assign all rights of ownership and rights to control and manage all street lights within the City limits to MLGW and authorize and direct MLGW's Board of Commissioners to make a schedule of rates for street lighting for approval by the council in accordance with section 680 of the Charter at the earliest practicable date.

NOW, THEREFORE BE IT ORDAINED:

Section 1. Assignment of Functions to MLG&W. The City does hereby transfer and convey to the Memphis Light Gas and Water Division all street lights within the corporate

limits of the City of Memphis and hereby prescribes the function of managing and maintaining said street lights from and after the effective date of this ordinance. The Mayor is authorized and directed to execute any and all documents of conveyance necessary to effectuate the transfer.

Section 2. Schedule of Lighting Rates. The Council does hereby authorize and direct MLGW's Board of Commissioners to make a schedule of rates for street lighting to be submitted to the Council for approval in accordance with section 680 of the Charter at the earliest practicable date.

Section 3. Severability. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

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

SPONSOR: Edmund Ford, Jr.

EDMUND FORD, JR.

Council Chairman

Attest:

Comptroller

City of Memphis

MEMPHIS CITY COUNCIL

Inter Office Memo

TO: Bill Boyd
Joe Brown
Harold Collins
Shea Flinn
Edmund Ford, Jr.
Janis Fullilove
Wanda Halbert
Lee Harris
Reid Hedgepeth
Myron Lowery
Bill Morrison
Jim Strickland

FROM: Kemp Conrad

DATE: May 13, 2013

RE: Alternative to Administration's Solid Waste Fee Proposal

We recently received a memo from CAO Little outlining restructuring of solid waste collection. In the memo, the Administration stated that a savings potential of \$17MM per year exists, but that they were choosing a more expensive path. The attached proposed ordinances are an alternative that would save each household in Memphis up to \$85 per year.

Both options presented in this memo reduce the solid waste budget by \$17MM. Please note that this proposal is not instructing the Administration on which method of collection to pursue – but simply to pursue the best one for employees and tax payers.

Option one reduces the solid waste fee by 20% – or \$12MM – and the other \$5MM collected in the fee would offset the \$5MM in the Public Works budget spent on blight relieving the burden on the general fund. This option would save single-family households \$60 per year.

Option two reduces the solid waste fee by the full \$17MM – or 28.5%. This option allows a typical family to keep \$85 per year as opposed to subsidizing an inefficient operation that has drained over \$100,000,000 from the General fund over the last ten years.

Please also keep in mind that during the March 19, 2013 Public Works committee meeting we were told by Chief Little and Director Gilliom that a different approach to solid waste collection would 1) Allow citizens to keep more of their hard earned money 2) allow for better working conditions for employees and 3) allow employees to make more money.

OPTION 1

**SUBSTITUTE ORDINANCE AMENDING CHAPTER 15, SECTION 15-12, CITY OF
MEMPHIS CODE OF ORDINANCES, TO DECREASE SOLID WASTE FEES FOR
COLLECTION AND DISPOSAL.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY

OF MEMPHIS TENNESSEE:

SECTION 1.

Chapter 15, Section 12, Code of Ordinances, City of Memphis, is hereby amended so as to decrease solid waste fees as follows:

Section 15-12. Solid Waste Fees for Collection and Disposal.

***The following monthly fees are established for the collection, removal or disposal of solid waste including blight:**

****Residential units, including single family dwellings, mobile homes, duplexes, triplexes, quadruplexes, apartment units with seven (7) units or less, for each unit thereof..... \$ 20.02**

*****Additional cart(s) for residential units may be leased for..... \$ 4.00 ea.**

***** Apartment houses provided with non-mechanized collection, for each limit thereof... .. \$ 14.77**

***** Apartment houses and mobile homes with centralized, mechanized collection for each unit thereof..... \$ 9.60**

Commercial businesses, churches, boarding houses with three (3) or more living quarters, and other institutions shall be charged the appropriate commercial rate based upon weekly containerized volume:

0-180 gallons \$48.43

181-360 gallons \$91.85

361-780 gallons \$186.77

780-1,200 gallons	\$253.56
1,201-1,800 gallons	\$353.98
1,801-3,600 gallons	\$580.51
3,601-5,400 gallons	\$926.79
5,401-7,200 gallons	\$1272.20
7,201-9,000 gallons	\$1618.04
9,001-10,800 gallons	\$1958.75
10,801-12,600 gallons	\$2309.17

Notes:

*** 10.5% of fees are to be used for blight reduction initiatives. This additional fee should be reviewed yearly by city council.**

****1. Residents included in this category will be eligible for a reduced fee in the amount of seven dollars and fifty cents (\$7.50) if they meet the following criteria: Head of household, have an active utility account in their name, are at least sixty-five (65) years of age or one hundred (100) percent disabled and have a gross household income of twenty-five thousand dollars (\$25,000.00) per year or less.**

2. Households qualifying for the reduced fee, which generate more waste than what can be contained in one 90 gallon garbage cart per week, may request an additional City cart through the cart lease program.

Option A: The leased cart fee will be waived with the stipulation that the qualifying household must participate in curbside recycling each week. Should the qualifying household fail to participate in curbside recycling each week or fail to justify the need for the additional cart, the discount applicant will receive a written courtesy notice.

Upon receiving three (3) notices within one calendar year, the leased cart will be removed by the City or the household will have the option of leasing the additional cart at the normal monthly fee.

Option B: Qualifying households in the discount program may lease an additional cart at the normal monthly fee without the mandatory recycling requirement.

* * *This item may be adjusted as necessary by resolution with approval of the city council.

This section shall become effective from and after July 1, 2013 as to coincide with Memphis Light, Gas and Water Division's monthly billing cycles.

SECTION 2.

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

OPTION 2

**SUBSTITUTE ORDINANCE AMENDING CHAPTER 15, SECTION 15-12, CITY OF
MEMPHIS CODE OF ORDINANCES, TO DECREASE SOLID WASTE FEES FOR
COLLECTION AND DISPOSAL.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY

OF MEMPHIS TENNESEE:

SECTION 1.

Chapter 15, Section 12, Code of Ordinances, City of Memphis, is hereby amended so as to decrease solid waste fees as follows:

Section 15-12. Solid Waste Fees for Collection and Disposal.

The following monthly fees are established for the collection, removal or disposal of solid waste:

*Residential units, including single family dwellings, mobile homes, duplexes, triplexes, quadruplexes, apartment units with seven (7) units or less, for each unit thereof..... \$ 17.92

Additional cart(s) for residential units may be leased for..... \$ 3.58 ea.

** Apartment houses provided with non-mechanized collection, for each unit thereof... \$ 13.22

** Apartment houses and mobile homes with centralized, mechanized collection for each unit thereof..... \$ 8.60

Commercial businesses, churches, boarding houses with three (3) or more living quarters, and other institutions shall be charged the appropriate commercial rate based upon weekly containerized volume:

0-180 gallons \$43.35

181-360 gallons \$82.22

361-780 gallons \$167.19

780-1,200 gallons	\$226.98
1,201-1,800 gallons	\$316.87
1,801-3,600 gallons	\$519.66
3,601-5,400 gallons	\$829.65
5,401-7,200 gallons	\$1138.85
7,201-9,000 gallons	\$1448.44
9,001-10,800 gallons	\$1753.43
10,801-12,600 gallons	\$2067.12

Notes:

***1. Residents included in this category will be eligible for a reduced fee in the amount of seven dollars and fifty cents (\$7.50) if they meet the following criteria: Head of household, have an active utility account in their name, are at least sixty-five (65) years of age or one hundred (100) percent disabled and have a gross household income of twenty-five thousand dollars (\$25,000.00) per year or less.**

2. Households qualifying for the reduced fee, which generate more waste than what can be contained in one 90 gallon garbage cart per week, may request an additional City cart through the cart lease program.

Option A: The leased cart fee will be waived with the stipulation that the qualifying household must participate in curbside recycling each week. Should the qualifying household fail to participate in curbside recycling each week or fail to justify the need for the additional cart, the discount applicant will receive a written courtesy notice. Upon receiving three (3) notices within one calendar year, the leased cart will be removed by the City or the household will have the option of leasing the additional cart at the normal monthly fee.

Option B: Qualifying households in the discount program may lease an additional

cart at the normal monthly fee without the mandatory recycling requirement.

* * This item may be adjusted as necessary by resolution with approval of the city council.

This section shall become effective from and after July 1, 2013 as to coincide with Memphis Light, Gas and Water Division's monthly billing cycles.

SECTION 2.

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



Memphis City Council Summary Sheet

1. Description of the Item

This Resolution is requesting the appropriation of funds in the amount of \$1,500,000.00 for the construction of the new Holmes-Tchulahoma Park with the low complying bid from Wagner General Contractors, Inc. for the Division of Park Services, CIP Project Number PK07091, part of the FY13 Capital Improvement Budget funded by G. O. Bonds General.

2. Initiating Party

Memphis Park Services

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

This is the original resolution requesting the appropriation of funding for the new construction of the Holmes-Tchulahoma Park.

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

This request will require a new construction contract.

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

This project is part of the FY13 Capital Improvement Budget funded by G. O. Bonds General, CIP Project Number PK07091.



RESOLUTION

WHEREAS, the Council of the City of Memphis did include the Holmes-Tchulahoma Park, CIP Project Number PK07091, as part of the Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, four bids were received on April 5, 2013 for the Holmes-Tchulahoma Park, with the best complying bid from Wagner General Contractors, Inc. in the amount of \$1,382,000.00; and

WHEREAS, it is necessary to appropriate \$1,500,000.00, CIP Project Number PK07091, Contract Construction funded by G.O. Bonds General for the Holmes-Tchulahoma Park for the following:

Bid Amount:	\$1,382,000.00
Contingency:	\$ 118,000.00
Total:	\$1,500,000.00

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that there be and is hereby appropriated the amount of \$1,500,000.00, CIP Project Number PK07091, Contract Construction funded by G. O. Bonds General for the Holmes-Tchulahoma Park.

Project Title:	Holmes-Tchulahoma Park
CIP Project Number:	PK07091
Total Construction Cost:	\$1,500,000.00

**RESOLUTION TRANSFERRING AND APPROPRIATING \$160,000 TO
RIVERFRONT DEVELOPMENT CORPORATION FOR GREENBELT PARK
DEVELOPMENT AS PART OF PROJECT NUMBER PK07092, CITY PARK REHAB &
MAINTENANCE**

WHEREAS, the City Council of Memphis, HCD, and Army Core of Engineers requested the Riverfront Development Corporation to undertake an extensive public input process to figure out best uses for Mud Island; and

WHEREAS, the public input process was conducted in sessions across the City of Memphis, beginning in 2009; and

WHEREAS, the public indicated consistently that the number one priority with respect to Mud Island was developing the southern portion of Greenbelt Park in order to expand the use, functionality, and connectivity of Greenbelt Park to Mud Island River Park; and

WHEREAS, the Council of the City of Memphis approved \$844,000 for project number PK07092, City Park Rehab & Maintenance as part of the Parks Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, the Council specifically stipulated that a portion of City Park Rehab & Maintenance be for used at Greenbelt Park; and

WHEREAS, Greenbelt Park is operated and managed by the Riverfront Development Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by transferring and appropriating an allocation of \$160,000 funded by G.O. Bonds from City Park Rehab & Maintenance (project number PK07092), to the Riverfront Development Corporation for use at Greenbelt Park to include (1) planning and developing for the southern portion of Greenbelt park and (2) planning, developing, and construction of security gates at public parking lots situated at Greenbelt Park.

Lee Harris
Council Member



Memphis City Council Summary Sheet

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

Resolution seeking acceptance of grant funds in the amount of \$24,000.00 from the U. S. Department of Homeland Security for the FY 12 Port Security Grant Program

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

The City of Memphis' Police Department at the request of the U. S. Department of Homeland Security.

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

This is not a change to an existing ordinance or resolution.

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

This Resolution requires a new contract between the U. S. Department of Homeland Security and the City of Memphis.

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

This Resolution requires an expenditure of funds and it also requires a budget amendment.



A Resolution to accept grant funds in the amount of Twenty Four (\$24,000.00) from the U. S. Department of Homeland Security.

WHEREAS, the City of Memphis Division of Police Services has been awarded grant funds in the amount of Twenty Four Thousand Dollars (\$24,000.00) from the U.S Department of Homeland Security for the FY 12 Port Security Grant Program; and

WHEREAS, these funds will be used by the Memphis Police Department to support the Memphis Police Department's Canine Unit in searches for contraband, narcotics and explosives; and

WHEREAS, it is necessary to accept the grant funding and amend FY 13 Operating Budget to establish funds for the FY 12 Port Security; and

WHEREAS, it is necessary to appropriate the FY 13 grant funds in the amount of Twenty Four Thousand Dollars (\$24,000.00) for the FY 12 Port Security Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 12 Port Security Program in the amount of Twenty Four Thousand Dollars (\$24,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2013 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the FY 12 Port Security Program in the amount of Twenty Four Thousand (\$24,000.00) as follows:

REVENUES

U.S. Department of Homeland Security	\$24,000.00
Total	<u>\$24,000.00</u>

EXPENDITURES

Equipment	\$24,000.00
Total	<u>\$24,000.00</u>

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Resolution seeking acceptance of grant funds from the State of Tennessee in the amount of \$1,397,400.00 specifically for the In-Service Training Program for training of 2,329 commissioned officers.
2. The City of Memphis Division of Police Services requests approval of the grant per project PD90129.
3. The resolution amends FY2013 Operating budget to establish and appropriate grant funds.
4. Resolution will not change an existing ordinance or resolution.
5. Resolution will not require a new contract or amendment to an existing contract.
6. This grant requires an expenditure of grant funds for payment to commissioned officers who completed In-Service training in calendar year 2012, but will not require a budget amendment.

City Council Resolution Template – 8-28-12



RESOLUTION

WHEREAS, the City of Memphis Division of Police Services receives monies for In-Service Training for Commissioned Officers; and

WHEREAS, the 2,329 Memphis Police Commissioned Officers have successfully completed their In-Service Training at a unit price per Officer of \$600.00 for a total of \$1,397,400.00; and

WHEREAS, it is necessary for the Memphis Police Division to accept State monies for In-Service Training for Commissioned Officers; and

WHEREAS, it is necessary to appropriate Special Revenue funding of One Million Three Hundred Ninety Seven Thousand Four Hundred Dollars (\$1,397,400.00) in the Fiscal Year 2013 Operating Budget for the Police In-Service Training as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Special Revenue for the Police In-Service Training be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal year 2013 Operating Budget be and is hereby amended by appropriating the Revenues for the Special Revenue as follows:

REVENUES

In-Service Grant	\$1,397,400.00
Total Special Revenues	\$1,397,400.00

EXPENDITURES

Personnel	\$1,397,400.00
Total Expenditures	\$1,397,400.00

GRANT AWARD NOTIFICATION

AWARD INFORMATION

ARRA STIMULUS GRANT: Yes _____ No **X** _____

Division Information

Please Attach Copy of Contract

Division: Police Services _____ Program Area: In-Service _____

Division Contact: Angela Boyce _____ Phone: 901-636-3165 _____

Funding Source

Name of Grantor: State of Tennessee Commissioner of Finance Administration _____

Grantor Award Number _____ CFDA Number: _____

Full Name of Program: Post In-Service Training Grant FY2013 _____

Start Date: 07/01/2012 End Date: 06/30/2013 Check one: Operating **X** CIP _____

Award Type: State _____ Award Amount: \$1,397,400.00

Will matching funds be provided?

Amount of Matching Funds: 0.00

Source of Matching Funds: 0.00

To be completed by Accounting Department

Award Number: 12615 _____ Purpose Area: _____

PROJECT INFORMATION

<u>Amount</u>	<u>Project Name (30 characters or less including spaces)</u>	<u>Project Number</u>
\$1,397,400.00	Police In-Service Training	PD90129

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

If yes, please provide the specific amounts and project names in the box above.

If no, list the entire award amount and project name in the first row in the box above.

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

If yes, please identify the specific amounts, projects and project numbers in the box above.

If no, the Accounting Department will assign new project numbers.

Reviewed by Grants Compliance Office _____ Date: _____

Reviewed by Accounting and Entered in Oracle: _____ Date: _____

Warrant Date: 04/09/2013
Warrant Amount: \$ 1,397,400.00

State of Tennessee
Remittance Advice

Warrant No: 0002757296

Vendor Number: 0000004104				
Agency Information	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Commerce & Insurance	(615) 741-2705	03/26/2013 Memphis PD 2013	00040894	\$1,397,400.00

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THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES SHADE GRADUALLY AND EVENLY WITH DARK TO LIGHT WITH DARKER AREAS ON TOP AND BOTTOM. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

5A-0224 (Rev. 07/08)

Payable Warrant No: 0002757296

87-36
B&P



State of Tennessee
Commissioner of Finance and Administration
To the Treasurer of the State of Tennessee

Date	Pay Amount
04/09/2013	\$ 1,397,400.00

Exactly **** One Million, Three Hundred And Ninety Seven Thousand, Four Hundred Dollars And Zero Cents ****

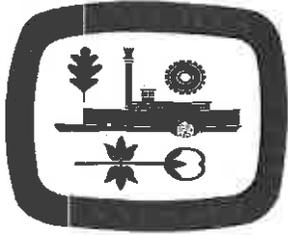
Pay To The Order Of :

City of Memphis
125 N Main St
Memphis, TN 38103

M. L. E. L.
Commissioner, Dept of Finance & Administration

⑈0002757296⑈ ⑆064000266⑆ 00538⑈

City Council Resolution Template – 8-28-12



RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded a donation in the amount of Six Hundred Dollars (\$600.00) from The Southern Women Show; and

WHEREAS, the donation is to be used to fund police operational activities; and

WHEREAS, it is necessary to accept the donation and amend the Fiscal Year 2013 Operating Budget to establish funds; and

WHEREAS, it is necessary to appropriate the funds in the amount of Six Hundred Dollars (\$600.00) received from The Southern Women Show as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation in the amount of Six Hundred Dollars (\$600.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal year 2013 Operating Budget be and is hereby amended by appropriating the Revenues for the various donations as follows:

REVENUES

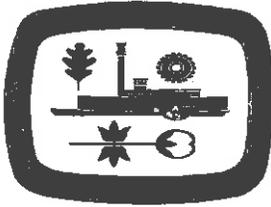
Miscellaneous Revenue (049623)

Crime Prevention	140503-049623	\$600.00
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EXPENDITURES

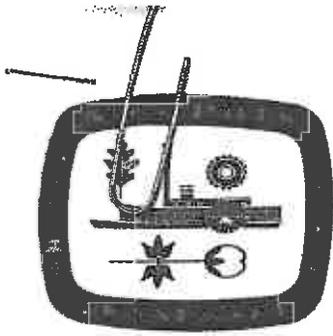
Miscellaneous Services (052950)

Crime Prevention	140503-052950	\$600.00
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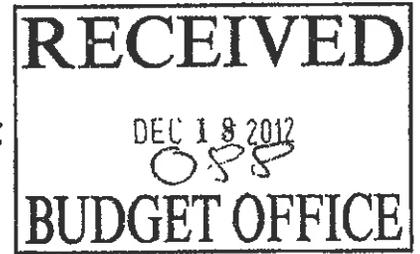


Memphis City Council Summary Sheet

- 1. Resolution seeking acceptance of a donation in the amount of \$600.00 from Southern Women Show as awarded to the City of Memphis Police Department to support Police Services' operational activities.**
- 2. The City of Memphis Division of Police Services is awarded these funds and will serve as the fiscal agent.**
- 3. Resolution will not change an existing ordinance or resolution.**
- 4. Resolution will not require a new contract or amendment to an existing contract.**
- 5. Resolution will require an expenditure of funds equal to the amount of the donation but will not require a budget amendment.**



City Council Item Routing Sheet



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

1. Item Description: Resolution seeking to use reserve funds for SOR in the amount of \$39,700.00 for the purchase of furniture, materials and supplies.

Recommended Council Action: Approval

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: None

Does this item require city expenditure?		Source and Amount of Funds	
\$39,700.00	Amount		Operating Budget
\$39,700.00	Revenue to be received		CIP Project #
		\$39,700.00	Federal/State/Other

Approvals

Director Date 12-17-12
 Director _____ Date _____
 Budget Manager _____ Date _____
 Finance Director _____ Date _____
 City Attorney _____ Date _____

Chief Administrative Officer

_____ Date _____

Council Committee Chair

_____ Date _____



Memphis City Council Summary Sheet

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

RESOLUTION OF THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED ONE HUNDRED THIRTY-FIVE MILLION DOLLARS (\$135,000,000) PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT REFUNDING BONDS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL IMPROVEMENT BONDS OF THE CITY; MAKING PROVISION FOR THE RAISING ANNUALLY BY SUCH CITY OF A SUM SUFFICIENT TO PAY, AS THE SAME SHALL BECOME DUE, THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE DIRECTOR OF FINANCE AND ADMINISTRATION THE DETERMINATION OF ADDITIONAL DETAILS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE NEGOTIATED SALE OF SUCH BONDS TO CERTAIN UNDERWRITERS; AUTHORIZING A BOND PURCHASE AGREEMENT FOR SUCH SALE; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT; AUTHORIZING A REFUNDING TRUST AGREEMENT AND APPOINTING THE TRUSTEE THEREUNDER; AND AUTHORIZING CERTAIN OTHER MATTERS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS AND SUCH REFUNDINGS

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

Initiating Party is the Division of Finance.

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

This Resolution does not change any existing Ordinance or Resolution.

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

This Resolution does not require new contracts, or amend an existing contract.

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

No, this Resolution does not require an expenditure of funds/requires a budget amendment.



RESOLUTION OF THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED ONE HUNDRED THIRTY-FIVE MILLION DOLLARS (\$135,000,000) PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT REFUNDING BONDS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL IMPROVEMENT BONDS OF THE CITY; MAKING PROVISION FOR THE RAISING ANNUALLY BY SUCH CITY OF A SUM SUFFICIENT TO PAY, AS THE SAME SHALL BECOME DUE, THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE DIRECTOR OF FINANCE AND ADMINISTRATION THE DETERMINATION OF ADDITIONAL DETAILS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE NEGOTIATED SALE OF SUCH BONDS TO CERTAIN UNDERWRITERS; AUTHORIZING A BOND PURCHASE AGREEMENT FOR SUCH SALE; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT; AUTHORIZING A REFUNDING TRUST AGREEMENT AND APPOINTING THE TRUSTEE THEREUNDER; AND AUTHORIZING CERTAIN OTHER MATTERS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS AND SUCH REFUNDINGS

BE IT RESOLVED BE IT RESOLVED by the Council of the City of Memphis, Tennessee, as follows:

SECTION 1. Findings and Determinations. (a) The issuance of general obligation bonds of the City to refund the Refunded Bonds (as defined in Section 2) in advance of their respective maturities and in accordance with the City's Debt Management Policy and Procedures adopted by the City Council on February 19, 2002, as amended on November 4, 2003, December 6, 2011, and May 21, 2013 (the "Debt Management Policy") will be advantageous to the City, and the City deems it to be in its best interests to provide at this time, by adoption of this Resolution, for the issuance of such general obligation refunding bonds and the refunding of the Refunded Bonds.

(b) The City has submitted its plan of refunding for the Refunded Bonds to the Office of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, as amended, and that Office's report thereon has been presented to this Council and considered in adopting this Resolution.

SECTION 2. Authorization and Purpose of Bonds. (a) There is hereby authorized to be issued, sold and delivered, pursuant to this Resolution, one or more series of general obligation refunding bonds of the City, designated "General Improvement Refunding Bonds, Series 2013", each with such other or further series designation as may be determined by the Director of Finance and Administration of the City (the "Director of Finance and Administration"), in an aggregate principal amount not to exceed One Hundred Thirty-Five Million Dollars (\$135,000,000) (the "Bonds") for the purposes of (i) refunding in advance of their maturities (a) all or a portion of the outstanding General Improvement Bonds, Series 2004, of the City (the "Refunded 2004 Bonds"), (b) all or a portion of the outstanding General Improvement Bonds, Series 2006A, of the City (the "Refunded 2006 Bonds") and (c) all or a portion of the outstanding General Improvement Bonds, Series 2007A, of the City (the "Refunded 2007 Bonds" and, together with the Refunded 2004 Bonds and the Refunded 2006 Bonds, the "Refunded Bonds") and (ii) providing for the payment of costs of issuance of the Bonds.

(b) The Refunded Bonds shall be refunded only upon satisfaction of the conditions for "Refunding of City Indebtedness" contained in the Debt Management Policy.

SECTION 3. Certain Details of Bonds. The Bonds, or such portion thereof as shall be determined by the Director of Finance and Administration, shall be sold at one time or from time to time (and whether or not combined into a single issue with other general improvement or general improvement refunding bonds separately authorized) on a date or dates to be selected by the Director of Finance and Administration. The Bonds of each series shall be numbered from R-1 (with such additional designations as may be determined by the Director of Finance and Administration) upwards in order of issuance. The Bonds shall be dated as of a date, shall be issued in the denomination of \$5,000 each or any integral multiple thereof, and shall bear interest payable initially and semiannually thereafter in each year on the dates and at the rates per annum, not to exceed 5.25% per annum in the case of Tax-Exempt Bonds (as defined below) and 5.75% per annum in the case of Taxable Bonds (as defined below), in each case calculated on the basis of a 30-day month and a 360-day year, all as shall be determined by the Director of Finance and Administration. The Bonds shall mature in serial or term forms, on the maturity dates and with terms not exceeding the reasonably expected remaining economic lives of the public works projects financed or refinanced by the Refunded Bonds, and in the principal amounts, to be determined by the Director of Finance and Administration. The Bonds may be issued as bonds the interest on which is excluded from gross income for Federal income tax purposes ("Tax-Exempt Bonds"), or as bonds the interest on which is included in gross income for Federal income tax purposes ("Taxable Bonds"), or in part as Tax-Exempt Bonds and in part as Taxable Bonds.

The Bonds shall be issued only in fully registered form without coupons. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased except as provided by Section 4 hereof.

Unless the City and the Paying Agent and Registrar named below agree otherwise, so long as DTC or its nominee is the registered owner of the Bonds as such securities depository, payments of principal, premium, if any, and interest payments on the Bonds will be made by the City through the

Paying Agent and Registrar named below, by wire transfer to DTC or its nominee, Cede & Co., as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Bonds. Transfer of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.

The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Bonds.

Regions Bank is hereby appointed as Paying Agent and Registrar for the Bonds (the "Paying Agent and Registrar").

SECTION 4. Procedure in the Event of Revision of Book-Entry Transfer System - Replacement Bonds. The City shall issue Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Bonds other than DTC, or its nominee, but only in the event that:

(a) DTC determines to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities; or

(b) the City discontinues use of DTC (or substitute depository or its successor) at any time upon determination by the City that the use of DTC (or substitute depository or its successor) is no longer in the best interests of the City and the beneficial owners of the Bonds, subject to applicable procedures of DTC. The City and the Paying Agent and Registrar shall be fully protected in relying upon information provided by DTC, DTC participants or other nominees of beneficial owners, or beneficial owners with respect to the names, addresses and amounts owned by the beneficial owners and other information supplied by them for the purpose of delivering Replacement Bonds.

Upon occurrence of the events described in either (a) or (b) above, the City shall attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall execute and deliver Replacement Bonds in substantially the form set forth in Section 11 hereof. Such Replacement Bonds shall bear thereon a certificate of authentication in the form set forth in Section 11 hereof executed manually by an authorized officer of the Paying Agent and Registrar as registration agent for the City. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying Agent and Registrar. Any such certificate of the Paying Agent and Registrar upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the registered owner of such Bond is entitled to the benefits and security of this Resolution.

Prior to the execution and delivery of Replacement Bonds, the City shall notify the beneficial owners of the Bonds by mailing an appropriate notice to DTC. Principal of and interest on the Replacement Bonds shall be payable by check or draft mailed to each registered owner of such Replacement Bonds at the address of such owner as it appears in the books of registry maintained by the Paying Agent and Registrar. Replacement Bonds will be transferable only by presentation and surrender to the Paying Agent and Registrar, together with an assignment duly executed by the registered owner of the Replacement Bond or by such owner's representative in form satisfactory to the Paying Agent and Registrar and containing information required by the Paying Agent and Registrar in order to effect such transfer.

The City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to an exchange or transfer of a Bond, and may charge the person requesting such exchange or transfer a sum or sums which shall be paid as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 5. Redemption; Notice and Conditional Notice of Redemption; Purchase in Lieu of Redemption. Any or all of the Bonds (or portions thereof in installments of \$5,000) may first be subject to redemption at the option of the City prior to their stated maturities no later than 10-½ years after the date of delivery thereof and payment therefor, in whole at any time or in part from time to time in such order of maturity as shall be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof shall be selected by lot, in the case of Tax-Exempt Bonds, or by lot or pro rata or a combination thereof, in the case of Taxable Bonds), at a fixed price or prices not to exceed 103% of the principal amount to be redeemed, in the case of Tax-Exempt Bonds, or at a fixed price or prices not to exceed 103% of the principal amount to be redeemed or at make-whole prices or a combination thereof, in the case of Taxable Bonds, in each case together with the interest accrued on the principal amount to be redeemed to the date fixed for the redemption thereof. The Tax-Exempt Bonds or Taxable Bonds also may be made not redeemable prior to maturity in their entirety. The redemption provisions, if any, shall be determined by the Director of Finance and Administration, subject to the foregoing limitations.

If any Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such Bond is to be redeemed, that such Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Bond or Bonds issued equaling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of such Bond at such owner's address as it appears on the books of registry kept by the Paying Agent and Registrar as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditional upon the receipt by the Paying Agent and Registrar of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such

condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying Agent and Registrar to affected registered owners of Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event, and shall be given in the same manner as the notice of redemption was given. The failure of any registered owner to receive any such mailed notice shall not affect the sufficiency or validity of the proceedings for the redemption of the related Bonds.

If notice of the redemption of any Bond shall have been given as aforesaid, and payment of the principal amount of such Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest on such Bond shall cease to accrue from and after the date so specified for redemption thereof.

Notwithstanding the foregoing, so long as the Bonds are registered in the name of DTC or its nominee for purchase in book-entry only form, (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to DTC or its nominee, (ii) notice of redemption given to DTC or its nominee may be given at such time and in such manner as is required by their operational procedures, (iii) the selection of beneficial ownership interests in the Bonds to be redeemed within a maturity may be determined in accordance with such procedures, and (iv) the City shall not be responsible for providing any beneficial owner of the Bonds with any such notice.

Bonds may be made subject to purchase in lieu of redemption as determined by the Director of Finance and Administration.

SECTION 6. Security. The full faith, credit and unlimited taxing power of the City as to all property subject to *ad valorem* taxation within the City are hereby pledged to the payment of the principal of and interest on the Bonds. In accordance with the provisions of T.C.A. Section 9-21-215, it is hereby recited that adequate provision will be made for raising annually by tax upon property subject to *ad valorem* taxation within the City of a sum sufficient to pay the principal of and interest on the Bonds as the same shall become due. The City hereby agrees that a tax sufficient to pay when due such principal and interest shall be levied annually and assessed, collected and paid, in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by law. This Resolution shall be deemed to be the tax resolution required to be adopted in respect of the Bonds under T.C.A. Section 9-21-215.

SECTION 7. Payment of Bonds; Books of Registry; Exchanges and Transfers of Bonds.

(a) Payment of Bonds. (i) At any time during which the Bonds shall be in fully registered form, the interest on the Bonds shall be payable by wire transfer or by check or draft mailed by the Paying Agent and Registrar to the registered owners of the Bonds at their addresses as the same appear on the books of registry as of the fifteenth (15th) day of the month preceding such interest payment date and the principal of and premium, if any, on the Bonds shall be payable at the principal office of the Paying Agent and Registrar or any other office of the Paying Agent and Registrar designated for such purpose; provided, however that at any time during which the Bonds shall be in book-entry

form, the principal of and premium, if any, and interest on the Bonds shall be payable in accordance with the provisions of Section 3 hereof.

(ii) The principal of and premium, if any, and interest on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

(b) Books of Registry; Exchanges and Transfers of Bonds. (i) At all times during which any Bond remains outstanding and unpaid, the Paying Agent and Registrar shall keep or cause to be kept, at its principal office or any other office of the Paying Agent and Registrar designated for such purpose, books of registry for the registration, exchange and transfer of the Bonds. Upon presentation at the principal office of the Paying Agent and Registrar or any other office of the Paying Agent and Registrar designated for such purpose, the Paying Agent and Registrar, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the Bonds as herein set forth.

(ii) Any Bond may be exchanged for a like aggregate principal amount of such Bonds in authorized principal amounts of the same interest rate and maturity.

(iii) Any Bond may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent and Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or his duly authorized agent, in form satisfactory to the Paying Agent and Registrar.

(iv) All transfers or exchanges pursuant to this Section 7(b) shall be made without expense to the registered owner of such Bonds, except as otherwise herein provided, and except that the Paying Agent and Registrar shall require the payment of the registered owner of the Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Bonds surrendered pursuant to this Section 7(b) shall be canceled.

SECTION 8. CUSIP Identification Numbers. CUSIP identification numbers may be printed on the Bonds, but neither the failure to print any such number on any Bonds, nor any error or omission with respect thereto, shall constitute cause for failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds in accordance with the terms of its proposal to purchase the Bonds. No such number shall constitute or be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall attach to the City or any of its officers or agents because of or on account of any such number or any use made thereof.

SECTION 9. Tax Covenant. The City covenants and agrees to comply with the provisions of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations promulgated thereunder or otherwise applicable thereto, in each case whether prospective or retroactive, that must be satisfied in order that interest on the Tax-Exempt

Bonds shall be and continue to be excluded from gross income for federal income tax purposes under said Sections 103 and 141 through 150.

SECTION 10. Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor of the City and of the Comptroller of the City, and shall have impressed or imprinted thereon or affixed thereto, by facsimile or otherwise, the official seal of the City. In case any officer of the City whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds shall bear thereon a certificate of authentication in the form set forth in Section 10 hereof executed manually by an authorized officer of the Paying Agent and Registrar. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying Agent and Registrar.

SECTION 11. Form of Bonds. The Bonds shall be in substantially the form set forth below with such necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, interest rates and maturities or as are otherwise permitted or required by law or this Resolution:

REGISTERED **REGISTERED**
No. R- _____ \$ _____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MEMPHIS
GENERAL IMPROVEMENT REFUNDING BOND
SERIES 2013__ [(FEDERALLY TAXABLE)]**

INTEREST RATE **MATURITY DATE** **CUSIP NO.**
_____ , 20__

REGISTERED OWNER: CEDE & CO.
PRINCIPAL AMOUNT:

The City of Memphis, Tennessee (hereinafter referred to as the "City"), for value received, hereby promises to pay the Registered Owner named above, or registered assigns, on the Maturity Date specified above, [unless this Bond shall have been called for previous redemption and payment of the redemption price shall have been duly made or provided for], the Principal Amount specified above, and to pay interest on such Principal Amount on _____ , 20__ and

semiannually on each _____ and _____ thereafter at the Interest Rate per annum specified above calculated on the basis of a 30-day month and a 360-day year, by wire transfer or by check or draft mailed by the Paying Agent and Registrar hereinafter mentioned to the Registered Owner in whose name this Bond is registered on the books of registry kept and maintained by the Paying Agent and Registrar as of the close of business on the fifteenth (15th) day of the calendar month preceding the month in which interest is payable to the address of the Registered Owner as it appears on such books of registry.

The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Regions Bank (the "Paying Agent and Registrar") or such other office of the Paying Agent and Registrar as may be designated for such purpose. The principal of and premium, if any, and interest on this Bond are payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

This Bond is one of a duly authorized series of bonds (herein referred to as the "Bonds") of the aggregate principal amount of _____ million dollars (\$ _____) of like date and tenor herewith, except for number, denomination, interest rate, maturity and redemption provisions, and is issued for the purposes of refunding certain outstanding general obligation bonds of the City and providing for the payment of costs of issuance of the Bonds, under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Title 9, Chapter 21, Tennessee Code Annotated, being the Local Government Public Obligations Act of 1986, as amended, and a resolution duly adopted by the Council of the City under such Chapter 21 on _____, 2013.]

[The Bonds maturing on or before _____, _____, shall not be subject to redemption prior to maturity. The Bonds maturing on and after _____, _____ (or portions thereof in installments of \$5,000) are subject to optional redemption by the City on and after _____, _____, in whole or in part at any time in such order as determined by the City and by lot within a maturity (if less than a full maturity is to be redeemed),] [at a redemption price equal to the principal amount of the Bonds or portion thereof to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.][at the prices and dates set forth below, in each case together with the interest accrued on the principal amount of the Bonds or portion thereof to be redeemed:

<u>Redemption Date</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Price]</u>
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[The Bonds (or portions thereof in authorized denominations of \$5,000 and integral multiples thereof) shall be subject to redemption prior to their stated maturities, at the option of the City, in whole or in part at any time at the "Make Whole Redemption Price." The Make Whole Redemption Price is equal to the greater of (i) 100% of the principal amount of the Bonds to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal of and interest on the Bonds to be redeemed to the maturity date of such Bonds, not including any portion of

those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi annual basis, assuming a 360 day year containing twelve 30 day months, at the Treasury Rate (defined below) plus ___ basis points (___%); plus in each case accrued interest on the Bonds to be redeemed to the redemption date.

“Treasury Rate” means, with respect to any redemption date for a particular Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date, excluding inflation indexed securities, or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the maturity date of the Bonds to be redeemed; provided, however, that if the period from the redemption date to the maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

If fewer than all of the Bonds of like maturity are called for prior redemption, the particular Bonds or portions of Bonds to be redeemed will be selected by the Paying Agent pro rata as nearly as practicable in proportion to the principal amounts of the Bonds owned by each registered owner, subject to the authorized denominations applicable to the Bonds. This will be calculated based on the formula: $(\text{principal to be redeemed}) \times (\text{principal amount owned by owner}) / (\text{principal amount outstanding})$. In such event, the particular Bonds to be redeemed will be determined by the Paying Agent in such manner as the Paying Agent in its discretion may deem fair and appropriate.]

If this Bond or any portion of the principal amount hereof shall be called for redemption, notice of the redemption hereof, specifying the date and number of this Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of this Bond is to be redeemed, that this Bond must be surrendered in exchange for the principal amount hereof to be redeemed and the issuance of a new Bond equaling in principal amount that portion of the principal amount hereof not redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the Registered Owner of this Bond at such owner’s address as it appears on the books of registry kept by the Paying Agent and Registrar as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditional upon the receipt by the Paying Agent and Registrar of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying Agent and Registrar to affected owners of Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event, and shall be given in the same manner as the notice of redemption was given. The failure of the Registered Owner to receive any such mailed notice shall not affect the sufficiency or validity of proceedings for the redemption of this Bond.

If notice of redemption shall have been given as aforesaid, and payment of the principal amount of this Bond (or portion of the principal amount hereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been made or provided for, interest hereon shall cease from and after the date so specified for the redemption hereof.

Notwithstanding the foregoing, so long as the Bonds are registered in the name of a securities depository for purchase in book-entry only form, (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to the securities depository or its nominee, notice of redemption given to the securities depository may be given at such time and in such manner as is required by their operational procedures, (ii) the selection of beneficial ownership interests in the Bonds to be redeemed within a maturity may be determined in accordance with such procedures, and (iii) the City shall not be responsible for providing any beneficial owner of the Bonds with any such notice.

[Insert provisions for purchase in lieu of redemption.]

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds, this Bond may be exchanged at the principal office of the Paying Agent and Registrar, or such other office of the Paying Agent and Registrar as may be designated for such purpose for a like aggregate principal amount of Bonds of other authorized principal amounts and of the issue of which this Bond is one. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the issue of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer, a new Bond or Bonds of authorized denominations and of the same aggregate principal amount of the series of which this Bond is one will be issued to the transferee in exchange herefor.

The full faith, credit and unlimited taxing power of the City as to all property subject to *ad valorem* taxation within the City are hereby pledged to the payment of the principal of and interest on this Bond as the same become due. In the resolution hereinabove referred to which was adopted on _____, 2013, it is recited that adequate provision will be made for raising annually by tax upon all property subject to *ad valorem* taxation within the City of a sum sufficient to pay the principal of and interest on this Bond as the same shall become due.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond and the series of which it is one, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Bond and the Bonds of the series of which this Bond is one do not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City, by its Council, has caused this Bond to be executed by the manual or facsimile signature of its Mayor; the seal of the City or a facsimile thereof to be impressed or imprinted hereon or affixed hereto, by facsimile or otherwise, attested by the manual or facsimile signature of its Comptroller; and this Bond to be dated as of _____, 2013.

CITY OF MEMPHIS, TENNESSEE

[SEAL]

Mayor

ATTEST:

Comptroller

Certificate of Authentication

This Bond is one of the Bonds described in the within-mentioned Resolution

Regions Bank,
As Paying Agent and Registrar

By: _____
Authorized Officer

Date of Authentication: _____, 2013

Bonds. The Mayor, upon consultation with the Director of Finance and Administration, of the City is hereby authorized to execute and deliver to the underwriters a Bond Purchase Agreement substantially in the form presented to this meeting, and having such terms as shall be determined by the Director of Finance and Administration in accordance with the terms of this Resolution, together with such changes as shall be approved by such officers, upon the advice of counsel (including the City Attorney, bond counsel and disclosure counsel), such approval to be conclusively evidenced by the execution thereof.

The City shall obtain a finding from its independent financial advisor that the terms and conditions of the sale reflect a fair market value of the Bonds as of the date of the sale.

(b) The Director of Finance and Administration is also hereby authorized to prepare or cause to be prepared, and to distribute or cause to be distributed to purchasers of and investors in the Bonds, a Preliminary Official Statement of the City relating to the Bonds (the "Preliminary Official Statement"), substantially in the form presented to this meeting. The form of Preliminary Official Statement as published and distributed shall include such changes as shall be approved by the Director of Finance and Administration, upon the advice of counsel (including the City Attorney, bond counsel and disclosure counsel) and the City's financial advisors, which approval shall be conclusively evidenced by its publication and distribution, as applicable. As so changed, the Preliminary Official Statement may recite, or the Director of Finance and Administration may separately certify, that it is in a form which is "deemed final" as of its date as described in, and with such omissions as are permitted by, Rule 15c2-12(b)(1) of the United States Securities and Exchange Commission ("SEC"), but is subject to revision, amendment and completion of a final Official Statement as defined in Rule 15c2-12(e)(3) of the SEC, and the Director of Finance and Administration is authorized to separately so certify. The Director of Finance and Administration also is hereby authorized to prepare or cause to be prepared, and distribute or cause to be distributed, an Official Statement, in substantially the form of the Preliminary Official Statement as so modified, after the same has been completed by the insertion of the maturities, interest rates, and other details of the Bonds and by making such other insertions, changes or corrections as the Director of Finance and Administration, based on the advice of counsel (including the City Attorney, bond counsel and disclosure counsel) and the City's financial advisors, approves as necessary or appropriate, such approval to be conclusively evidenced by the execution thereof; and the Council hereby authorizes the Preliminary Official Statement and the Official Statement and the information contained therein to be used by the underwriters of the Bonds in connection with the marketing of the Bonds.

(c) A Continuing Disclosure Certificate of the City (the "Continuing Disclosure Certificate"), substantially in the form described in the Preliminary Official Statement, is hereby authorized to be executed and delivered by the Director of Finance and Administration. The form of the Continuing Disclosure Certificate as executed and delivered may include such changes as shall be approved by the Director of Finance and Administration, upon the advice of counsel (including the City Attorney, bond counsel and disclosure counsel), which approval shall be conclusively evidenced by its publication and distribution, as applicable. The City covenants with the holders from time to time of the Bonds that it will, and hereby authorizes the appropriate officers and employees of the City to take all action necessary or appropriate to, comply with and carry out all of the City's obligations under the Continuing Disclosure Certificate as the same may be amended from time to time. Notwithstanding any other provision of this Resolution, failure of the City to perform its obligations in accordance with the

Continuing Disclosure Certificate shall not constitute a default under this Resolution and the Continuing Disclosure Certificate may be enforced only as provided therein.

SECTION 13. Refunding Trust Agreement; Appointment of Trustee; Authorization of Purchase of Securities; Redemptions of Refunded Bonds. (a) The Mayor, upon consultation with the Director of Finance and Administration, of the City is hereby authorized to execute and deliver to the Trustee named below one or more Refunding Trust Agreements substantially in the form presented to this meeting, together with such changes as shall be approved by such officers, upon the advice of counsel (including the City Attorney, bond counsel and disclosure counsel), such approval to be conclusively evidenced by the execution thereof (collectively, the "Refunding Trust Agreements"). There shall be transferred to the Trustee from the City's Debt Service Fund such amounts, if any, as shall be determined by the Director of Finance and Administration, on credit to such fund attributable to the Refunded Bonds for deposit into the Refunding Trust Fund or Funds created and established under each Refunding Trust Agreement (collectively, the "Refunding Trust Funds").

(b) Regions Bank is hereby appointed as Trustee under each Refunding Trust Agreement.

(c) The Trustee is hereby authorized to purchase from moneys deposited in the Refunding Trust Funds direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States or obligations of any agency or instrumentality of the United States as referred to in the respective Refunding Trust Agreement. Such securities so purchased shall be held by the Trustee under and in accordance with provisions of the respective Refunding Trust Agreement. The Director of Finance and Administration is hereby authorized to execute, on behalf of the City, any instruments required to be executed on behalf of the City in connection with investments contemplated by the Refunding Trust Agreements.

(d) The Refunded Bonds that are subject to optional redemption prior to maturity shall be redeemed on the first date on which they may be redeemed at the respective redemption prices applicable thereto, plus accrued interest. Such designations for redemption shall be, and are hereby declared to be, irrevocable upon delivery and payment of the Bonds.

SECTION 14. Application of Proceeds of Sale of the Bonds. The proceeds derived from the sale of the Bonds shall be applied as follows:

(A) Accrued interest received on the Bonds, if any, from their date to the date of delivery of and payment for the Bonds shall be applied to the payment of interest on the Bonds on the first interest payment date thereof.

(B) An amount shall be deposited in each Refunding Trust Fund and used and applied in accordance with the provisions of the respective Refunding Trust Agreement as shall be sufficient to provide for the payment of the principal or redemption price, if applicable, of and interest on the respective Refunded Bonds.

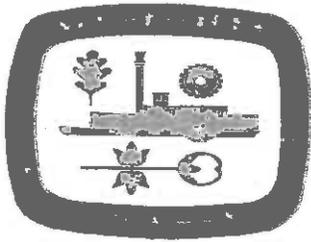
(C) The balance shall be used to pay costs of issuance of the Bonds, including without limitation any premiums for municipal bond insurance authorized by Section 16 hereof.

SECTION 15. Municipal Bond Insurance and Special Provisions Required Thereby.

The obtaining of a policy of insurance insuring the payment of the principal of and interest on all or any portion of the Bonds (the "Policy"), and the execution and delivery by the Director of Finance and Administration on behalf of the City of any commitments or other agreements related thereto, are hereby authorized. The Director of Finance and Administration, upon the advice of counsel (including the City Attorney, bond counsel and disclosure counsel) and the City's financial advisors, may determine such matters as may be necessary or desirable to comply with the conditions precedent to the issuance of the Policy, which may include, but shall not be limited to, provisions deeming the issuer of the Policy to be the holder of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of such Bonds are entitled to take for certain purposes as so determined.

SECTION 16. Further Authorizations. The appropriate officers of the City are hereby authorized to take all such actions and execute such documents (upon advice of the City Attorney, bond counsel and disclosure counsel) as shall be necessary to effect the delivery of and payment for the Bonds and as may be reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

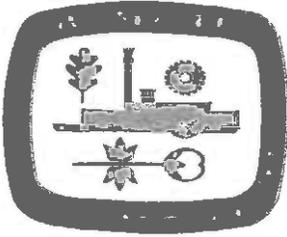
SECTION 17. Effective Date. This Resolution shall take effect upon its adoption.



Memphis City Council Summary Sheet

1. **Resolution for City Council Approval for the City of Memphis through its Division of Parks and Neighborhoods to enter into a contract with Gameday Healthy Kids Foundation dba Penny's Fastbreak Courts for the development, construction and management of an indoor multi-plex basketball facility.**
2. **The initiating party is the Division of Parks and Neighborhoods.**
3. **This Resolution does not change any existing Ordinance or Resolution.**
4. **This Resolution does require a new contract between the City of Memphis and Gameday Healthy Kids Foundation dba Penny's Fastbreak Courts.**
5. **This Resolution does require an expenditure of funds in the amount of \$150,000.00.**

RECEIVED
FEB 14 2013
BY: ddb 366



Resolution approves the agreement between the City of Memphis through its Division of Parks and Neighborhoods and Gameday Healthy Kids Foundation dba Penny's Fastbreak Courts. Resolution also transfers and appropriates \$150,000.00 from Contract Construction to Architect/Engineering.

WHEREAS, the Council of City of Memphis did approve Youth Project – Hardaway Program, CIP Project Number PK12010, as part of the Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did allocate \$150,000.00 in Contract Construction in PK12010 in Fiscal Year 2013; and

WHEREAS, the City of Memphis through its Division of Parks and Neighborhoods desires to enter into an agreement with Gameday Healthy Kids Foundation dba Penny's Fastbreak Courts for the development, construction and operation of an indoor basketball multi-plex facility; and

WHEREAS, there is a need for Architect/Engineering funds for the design of this project; and

WHEREAS, the Division of Parks and Neighborhoods desires to transfer and appropriate \$150,000.00 from Contract Construction in PK12010 to Architect/Engineering for the Fiscal Year 2013 Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Agreement between the City of Memphis and Gameday Healthy Kids Foundation dba Penny's Fastbreak Courts, for the development, construction and operation of an indoor basketball multi-plex facility, as agreed to by both parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial and other stipulated criteria as to both parties in the approved Agreement.

BE IT FURTHER RESOLVED that there be and is hereby transferred and appropriated \$150,000.00 funded by G.O. Bonds General and chargeable to the Fiscal Year 2013 Capital Improvement Budget, with said appropriation being credited as follows:

Project Title:	Youth Project – Hardaway Program
Project Number:	PK12010
Amount:	\$150,000.00 from Contract Construction to Architect/Engineering

**AGREEMENT BETWEEN
THE CITY OF MEMPHIS AND GAMEDAY HEALTHY KIDS FOUNDATION,
dba/ PENNY'S FASTBREAK COURTS
REGARDING FUNDING FOR BASKETBALL COURTS PROJECTS**

THIS AGREEMENT, entered into this ____ day of _____, 2013 by and between the City of Memphis, Tennessee, acting by and through its Division of Parks & Neighborhoods, (hereinafter referred to as "CITY") and Gameday Healthy Kids Foundation, dba/ Penny's FastBreak Courts, a Tennessee non-profit corporation (hereinafter referred to as "GHKF").

WITNESSETH,

WHEREAS, the CITY has included in its FY 2013 Capital Improvement Program (CIP), Project # PK12010, for Youth Project – Hardaway Program; and

WHEREAS, the Youth Project - Hardaway Program, encompasses the development, construction and operation of an indoor multi-plex basketball facility by Gameday Healthy Kids Foundation, a duly organized non-profit 501 (c)(3) entity authorized by the IRS (hereinafter also referred to as the "Project"); and

WHEREAS, the CITY, as part of its CIP Budget for FY 2013, has allocated \$150,000 for Contract Construction related to the Project; and

WHEREAS, the parties agree that the funding allocation of \$150,000 will be applied as expenditures for the Project as provided herein and desire to set forth herein the terms and conditions which shall govern the distribution of such funding by City;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge and agree as follows:

1. The CITY will provide funding of \$150,000, as allocated in its FY 2013 CIP Budget for Architecture, Engineering and project management ("A&E") purposes for the development of the (Hardaway Program) Project.
2. GHKF will ensure that CITY's funding of \$150,000 is applied to the Project as per its development process for A&E related expenditures and for no other uses.
3. GHKF will provide the CITY with progress reporting of the Project through its completion and expenditure reporting as to the A&E expenditures specifically related to the CITY's \$150,000 allocation.
4. GHKF further agrees to provide the CITY with periodic updates on the Project during the Term of this Agreement, as reasonably requested by the City.
5. Whereas, GHKF currently has sports programs and services for Memphis inner city youth and will continue to during the term of this agreement and beyond.
6. This Agreement shall become effective upon the signature of both Parties.
7. All terms of this agreement are contingent upon the availability and official appropriation of funding by the Memphis City Council. In the event of non-appropriation of funding by

the Council, City shall not be deemed in breach of this Agreement and shall not be liable for any special, actual or consequential damages allegedly suffered by GHKF.

8. The term of this Agreement shall be for a period of one (1) years from the date of full execution hereof or the date of project completion.
9. This Agreement shall terminate upon expiration hereof or upon failure of GHKF to use the funding provided by City exclusively in accordance with the terms set forth herein, unless otherwise authorized by City. Notwithstanding the foregoing, City's right to audit the records of GHKF, as provided herein, shall survive the termination of this Agreement.
10. Should GHKF not complete the Project within four (4) years after GHKF receives the full amount of the City's funding obligation as provided in Section 2 of this Agreement, GHKF will re-fund the CITY's Project contribution of \$150,000, back to the CITY, as a Re-capture of Funds, unless an extension of such project completion date has been approved by City.
11. The funding to be provided by City shall be disbursed based upon progress billings submitted by GHKF. Such progress billings shall be submitted to City's Division of Parks & Neighborhoods - Planning and Development Department in the form of a monthly invoice along with supporting documentation reflecting A&E expenditures and shall be reimbursed by City within thirty (30) days of receipt of same.
12. This Agreement represents the entire agreement or understanding between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written, regarding this matter. This Agreement may be modified or amended only by written instrument signed by both parties.
13. If any provision of this Agreement is held to be unlawful, invalid or unenforceable for any reason, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from.
14. Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the authorized agent or by First Class or U.S. Mail, return receipt requested, to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided. Notices shall be deemed received (i) if by hand delivery, on date of delivery with a signed receipt; (ii) if U.S. Mail, on date of receipt appearing on the return receipt card; (iii) if by overnight courier, on date receipt is confirmed by such courier service.

GHKF: Gameday Healthy Kids Foundation
Attn: Leigh Fox
7800 Fischer Steel Road
Cordova, TN 38018
lfox@gamedaybaseball.com

CITY: City of Memphis
Attn: Director of Parks & Neighborhoods
125 N. Main, Suite 200
Memphis, TN 38103

and

City of Memphis
Attn: City Attorney
125 N. Main, Room 336
Memphis, TN 38103

15. GHKF shall comply with all applicable federal, state and local laws in the performance of its duties and obligations herein.
16. GHKF shall make and keep as the same accurate, full and complete books, records, and other documents related to this Agreement for a minimum period of two (2) full years after the contract end date or from the date of final payment under this Agreement, whichever is later. During this period, GHKF shall allow the City, during normal business hours and at all reasonable times, to examine, inspect, and audit any and all of GHKF's books, records, and other documents, which are maintained or kept by GHKF as specifically relates to this Agreement.
17. Nothing in this Agreement shall be deemed to represent that either party, or any of its employees or agents, are the agents, representatives, or employees of the other party. Each party shall be an independent service provider over the details and means for performing the services under this Agreement. Anything in this Agreement which may appear to give either party the right to direct the other party as to the details of the performance of the services under this Agreement or to exercise a measure of control over the other party is solely for purposes of compliance with local, state and federal regulations and means that the party will follow the desires of the other party only as to the intended results of the scope of this Agreement.
18. GHKF covenants and warrants that no part of this Agreement Fee shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, or subcontractor to the GHKF in connection with any work contemplated or performed relative to this Agreement and/or the Project.
19. GHKF warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the GHKF, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the GHKF any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. However, City acknowledges that GHKF has ongoing contractual arrangements with professionals, such as attorney, accountants, and public relations, who have advised GHKF regarding this Agreement. For breach or violation of this warranty, the CITY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MEMPHIS

**GAMEDAY HEALTHY
KIDS FOUNDATION**

BY: _____
A C Wharton Jr., Mayor

BY: _____
Leigh Fox, President

Print Name: _____

Title: _____

By: _____
Herman Morris, Jr., City Attorney

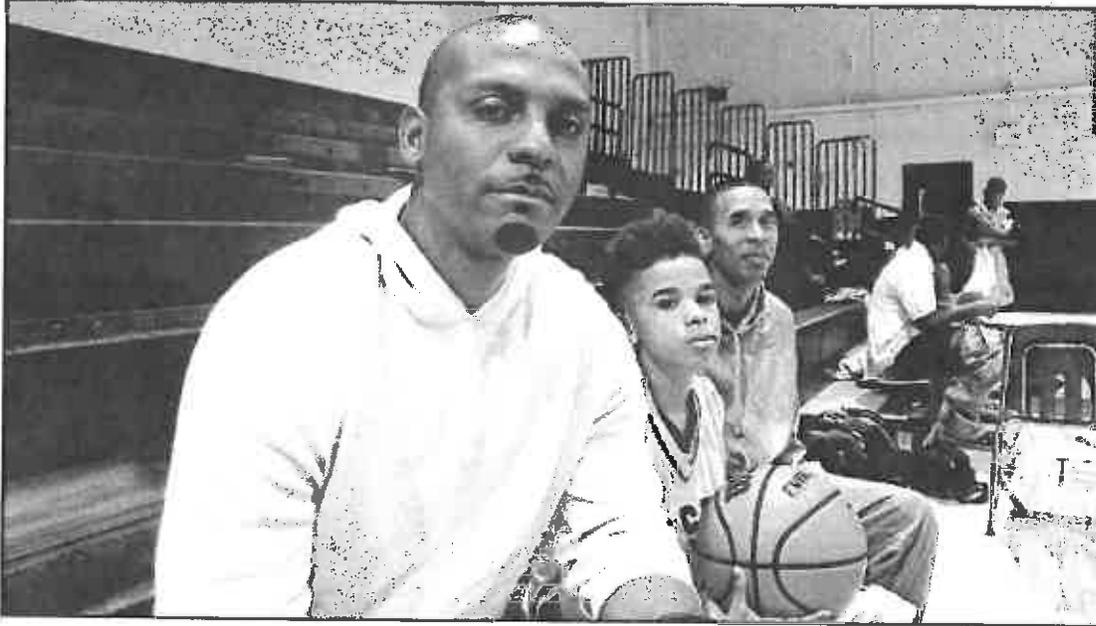
By: Janet P. Hooks / lhl 2/15/12
Janet P. Hooks, Director
Division of Parks & Neighborhoods

Attest:

Deputy Comptroller

The CNN Profile: Ex-NBA star returns to inner city, brings hoop dreams

By Wayne Drash, CNN
Friday, March 16, 2012



Penny Hardaway, left, stepped in to help his friend Desmond Merriweather, whose son, Nick, rose up in the state title game.

Memphis, Tennessee (CNN) — With just over three minutes left in the state championship, Coach Penny Hardaway called a timeout.

He didn't like what he was seeing. Down by 15 points, his middle schoolers were quitting. It stood against everything he had instilled in them:

*Don't use the inner city as an excuse to fail.
You can overcome your circumstances.
Always dream big.*

The former NBA All-Star and greatest basketball player in Memphis history huddled his team of 12 together. He looked them in the eyes. He could see his reflection from 25 years ago: young teens from the city's roughest projects longing for positive mentors.

"Just give me all you got," he told them.

He was thinking a fight to the finish would let the players walk out with their heads high, their pride intact, even if they lost.

But what happened next defies explanation, is beyond description. A boy playing for his ailing father did something extraordinary. A man who grew up without one, who'd come to serve as a surrogate dad to a

dozen boys, watched in awe.

Hardaway, now 40, made more than \$120 million in a pro basketball career that spanned 16 seasons. Yet one of his crowning achievements came not as a player but as coach to the seventh- and eighth-graders of Lester Middle School, the same school that gave him a shot in life.

A coach's miracle

Five months earlier, Desmond Merriweather lay in a hospital bed in Memphis. He'd battled colon cancer for more than a year. Chemo, radiation and multiple surgeries had done little to stop the cancer's spread.

Doctors gave the Lester Middle School head coach 24 to 48 hours to live. His pastor, the Rev. Larry Peoples – “a prayer warrior” – stood at his bedside and bowed his head. Family and friends gathered in the room.



Merriweather on courts where he and Hardaway played: "I can't even put into words how much Penny means."

Merriweather, 37, had returned to his old neighborhood – gang-infested Binghampton – to coach basketball. He'd moved the year before from Jackson, Tennessee, where he'd lived since earning his college degree. He wanted to mentor middle school kids in the blighted neighborhood, to keep them from going down the wrong path.

“I wanted to show them that your heart is bigger than what you think it is.”

But it seemed he wouldn't live to see this season.

Merriweather doesn't know quite how to explain what happened. He had gone through surgery and then was given his death sentence. The doctors had said something about complications.

“The only thing I can remember is waking up,” Merriweather says.

Gradually, he emerged from danger. He attributes his recovery to the power of prayer, although he's still fighting the disease.

“When the doctors gave up on me, I never gave up on myself. I'm a fighter. I knew I had to come back to my son and my daughter and my wife -- and most of all, my team.”

He asked God to give him one more chance, to return him to the hardwood floors of Lester Middle. The boys needed him. More than anything, he longed to coach his 13-year-old son, Nick, for another season.

Among the hospital visitors was his boyhood friend, Anfernee “Penny” Hardaway. Merriweather had

tagged along with the rising star at school, at outdoor courts, at the neighborhood gym.

“When we were growing up, we would see people get shot in the park – just a whole lot of crazy, chaotic things,” Merriweather says. In Hardaway, Merriweather saw a young leader who was going to make it.

“I want to do something for your kids,” Hardaway told the ailing coach.

As Merriweather recovered, Hardaway started peppering him with questions. What type of team do you think you’re gonna have? How good are they?

“I didn’t want to brag or anything, but I knew we had a good team,” Merriweather says.

He invited Hardaway to meet the players one afternoon in October. “I came over and saw the team and just instantly fell in love,” Hardaway says.

In an era when stars parachute in, smile for the cameras and then leave, Hardaway did just the opposite. He began driving his Bentley, Cadillac Escalade and Range Rover down the streets of Binghampton. Residents rushed from their homes, waved and cheered.

He’d pull into the school on Carpenter Street, nicknamed “C Street” because it’s known Crips territory, one of four gangs that dominate the neighborhood.

He’d show up for team practices even before Merriweather arrived. Hardaway started first as a volunteer. Still weakened from cancer, Merriweather soon delegated his duties. Hardaway became Coach Penny. He coached for free, with Merriweather remaining at his side.

Hardaway talked to the team about discipline, about class, about dignity. If you wanted to play for him, you had to focus on school. He instituted a mandatory tutorial program.

He’d arrive early in the morning, stick his head in the classrooms, make sure his boys were behaving. He quizzed teachers about the players’ progress reports: What areas do they need help in?

“I wanted to make sure they understood that education is more than sports,” Hardaway says. “A lot of these kids go from home to home to live. I had to make sure they’re doing their homework, make sure they’re going to class, make sure they’re not sleeping in class. ...It’s all to make them know that I do care.”

Grades jumped from a 2.5 grade-point average – about a B-minus or C-plus – to nearly 2.9, a solid B. Hardaway’s goal is to have each of his players graduate from college one day. (In 2003, while still in the NBA, he quietly earned his college degree from the University of Memphis.)

He lectured the team about life in Binghampton. He’d walked the same streets, lived in the same projects. Of the 12 players on the team, nine don’t have fathers in their lives. At least six live in cramped one- and two-bedroom apartments with more than six siblings.

“Don’t use not having a father as an excuse,” Hardaway barked. “There are a lot of people who came out

of adverse situations and made it. Use it as motivation. Use it to drive you.”

Hardaway, who grew up without a father, became the players’ surrogate dad. He told them not to be so angry, “to believe in yourself and believe in what you’re doing.”

“Whenever they got disappointed or whenever I tried to discipline them, they would go into a shell, and they responded negatively every time,” Hardaway says. “I’d tell them: You’re using that as an excuse.”

Merriweather, with Hardaway’s backing, met with the Bloods, Crips, Vice Lords and Gangster Disciples. The message: Keep your hands off our kids. The gang leaders agreed. They wanted the boys of Lester Middle to succeed, too.

To build camaraderie, Hardaway hosted the players at his sprawling mansion in suburban Memphis. He wanted to show them a side of Memphis they’d never seen: that if you work hard, you get rewarded. He held team sleepovers to build family. He taught them little things: tuck in your bed, fold your clothes, do your laundry.



Hardaway strived to build his players’ confidence and to be a positive role model for them.

“I can’t even put into words how much Penny means,” Merriweather says. “He has this presence about himself. When he comes into the room, he just lights the room up.”

On the court, the Lester Lions roared. Some games were laughably lopsided: 69-6, 70-8, 67-4. Starters typically played only half a game because they demolished teams so badly.

College recruiters drooled over the stat line of 6-foot, 4-inch center Robert Washington: an average of 23 points, 17 rebounds, five blocks per game.

The stat Hardaway and Merriweather boast about most comes from the classroom: Washington has gone from a 2.0 GPA to 2.9, the most improved student not just on the team but in the entire school.

“Penny loves me,” the eighth-grader says shyly, “and I love him.”

Around Binghamton, Penny earned a new nickname: “Coach Carter,” after the 2005 Samuel L. Jackson movie about a successful businessman who returned to his old neighborhood to coaching glory, demanding nothing but greatness.

The grandmother who instilled love, demanded excellence

At his peak, the 6-foot-7 Penny Hardaway was a hybrid guard: Michael Jordan, Magic Johnson and Larry Bird all rolled into one. He couldn’t be stopped.

He starred in college at the University of Memphis (then Memphis State) and was the No. 3 draft pick in the NBA in 1993. He was immediately traded to the Orlando Magic.

At the age of 22, he signed a whopping \$65 million contract. The kid from the Red Oak and Tillman Cove projects slept on his first king-size bed in a five-bedroom house. Up to that point, he'd slept only in twin beds, his long legs hanging off the end.

"I was blessed to get the contracts I had," he says, "for something I would've done for free."

He teamed up with Shaquille O'Neal and took the young Magic franchise to the NBA Finals in 1995, only to fall short of the championship. The next summer, he won a gold medal on the 1996 Olympic team.

Hardaway became the face of a Nike ad campaign. In the ads, Chris Rock famously voiced "Lil Penny," the trash-talking alter ego of the humble Hardaway. "You can't guard me. The Secret Service couldn't guard me," Lil Penny once boasted.

But Hardaway almost became a statistic of Binghampton before his career ever took off.



Hardaway lived in this tiny apartment in the gang-infested Tillman Cove projects his senior year of high school.

The summer before his freshman year in college, he and a friend were robbed at gunpoint. The car sped off but then stopped. Gunshots rang out. One bullet ricocheted off the pavement and struck his foot.

"I still think about, man, what would've happened if I got hit somewhere else. I could've passed away. I could've been paralyzed. Anything could've happened."

He would later pick the gangsters out of a police lineup. He didn't fear retaliation "because I knew I was doing the right thing."

Such courage was drilled into him by his grandmother.

A sharecropper from the cotton fields of Blytheville, Arkansas, Louise Hardaway crossed the Mississippi River and moved to Memphis, seeking a better future. She settled in Binghampton, purchased her own home. She cooked in the Memphis school system for years and worked as a nanny and maid.

As Louise Hardaway neared retirement in 1976, her daughter – Hardaway's mother – said she wanted to pursue a singing career and was hitting the road with her young boy.

"Oh, no, you're not," Louise Hardaway said. "You're not going to have him going from town to town. He stays here with me."

Reflecting back on that day, Hardaway marvels. His grandmother “had worked her butt off all these years, had her home paid off and now was finally going to get a chance to relax. And then I got dumped in her lap when I was 5.”

Louise Hardaway demanded excellence. A strict disciplinarian, she wasn't going to have her grandson fall prey to gangs. She taught him to love the Lord, to rise up when others failed. She coined the nickname Penny, because he was pretty as one.

During his formative years, he knew his mother from postcards she sent from the road: California, Alaska, Hawaii. He never had a relationship with his father, who lived in Chicago. By the time he was 18, Penny Hardaway had only seen him about three times.

Hardaway's life became wrapped around Lester Middle School. The teachers embraced him. He played basketball all day after school, on the hardcourts outside Lester. Gunshots pierced the night.

Hardaway became the top-ranked high school basketball player in the nation. His father always promised to come see him play but never did.

“I would wonder every now and then, as any kid would, what my father was doing, wishing my father was here,” he says. “But I would snap out of it really quickly and just keep doing what I needed to do.”

Neighborhood elders took him in, protected him. They saw a gem in Penny.

And that's why he feels so compelled to intervene now. “I believe in giving back. I lived the dream. God blessed me to live the dream.”

His grandmother died in September at the age of 95, a month before he began coaching at Lester Middle. “She'd be saying, ‘That's exactly what I taught him to do.’”

He's giving back in other ways, too. He hopes to break ground on Penny's FastBreak Courts in suburban Memphis this year. The sports facility will house several basketball courts, including a large arena, as well as an auditorium, a rehabilitation clinic and classrooms to tutor kids. He's teamed with a foundation aimed at promoting youth sports and fighting childhood obesity.

“I'm hoping that by leaving the neighborhood and going to the suburbs, the kids can at least start dreaming.”

He has other business ventures: a barbershop and beauty salon in downtown Memphis and a turf business based in Miami. Nike continues to make his Foamposite shoes, which fetch hundreds of dollars – sometimes thousands – among “sneakerheads.”

He's been gone from the NBA since 2007. The latter half of his career was plagued by pain. For basketball enthusiasts, Hardaway's career has always been marked by “what ifs,” an amazingly talented player whose full potential was cut short by constant knee and lower leg injuries.

Championships, by which the game measures greatness, always eluded him.

The boy nicknamed King stands up

The game of basketball teaches life lessons: work with others, study to succeed, understand your teammates to win.

In the huddle during the championship, the Lester players hung their heads. Down 51-36 with just over three minutes left, the game appeared out of reach. Fayette East had beaten them by one point earlier in the season and was having its way in the title game.

“Just give me all you got,” Coach Penny repeated one last time.

The neighborhood has a saying: “Binghampton, stand up.” After a season of brotherhood, the Lester Lions weren’t about to roll over now.

When the team hit the court, something magical happened.



Hardaway's goal for the year was to build brotherhood and teach the kids what it means to be family.

Nick Merriweather had seen his father battle through cancer. His dad had gone through another round of chemo days earlier. It was time for Nick to stand up.

Coach Penny had told him before tipoff that his shot would be on target tonight, that his team would need him. He averaged about eight points a game, yet late in the fourth quarter, he'd yet to score.

Coach Penny considered pulling him.

At 4-foot-11 and just 95 pounds, Nick was outmatched in height, weight and speed.

But not in heart.

Nick launched a three-pointer. Swish.

The crowd roared. Dad struggled to stand. He clapped and pumped his fist.

The defense clamped down. Lester Middle got steal after steal. Fayette East players withered under pressure.

And the smallest kid on the court wasn't done. He hit another, then another, then another.

Nicknamed “King,” Nick played like one. He nailed four three-pointers in a span of about two minutes. Others chipped in, too.

“God, you’re amazing,” Coach Penny thought.

The game wasn’t sealed until the final seconds, when Robert Washington – the school’s most improved student – battled for an offensive rebound off a missed free throw and put the ball in.

The Lester Lions won the West Tennessee State title 58-57, finishing 29-3 for the season.

The players went bonkers; many cried.

Hardaway ranks it as one of his greatest achievements. “Standing on the sideline, I couldn’t help them make a shot. I couldn’t help them play defense,” he says. “It was out of my control.”

Weeks after the game, the players still greet Hardaway with high fives and hugs as he walks into the gym. He’d always given money to the school and neighborhood rec center. But this year, he’s learned, “money isn’t everything.”

“Giving the time is just as important as giving the money,” he says. “When you have an example who’s lived in the same neighborhood, lived in the same apartments, walked the same hallways, that is motivating, and it drives them. Attitudes change.”

Coach Merriweather hasn’t stopped smiling. Late at night, he closes his eyes. He replays the game in his mind, over and over and over again. “I can’t believe this really happened.”

It’s given him strength. “I’ll never stop smiling until next year starts.”

Nick Merriweather doesn’t say much. He fights back tears when he tries to talk about his father’s struggle. Yet, like his dad, he grins broadly when asked about the game. “I caught fire. Yes, sir,” he says. “He told us to give it our all, and that’s what we did.”

Hardaway plans to return next year. He and Merriweather have something special planned, though they won’t say exactly what.

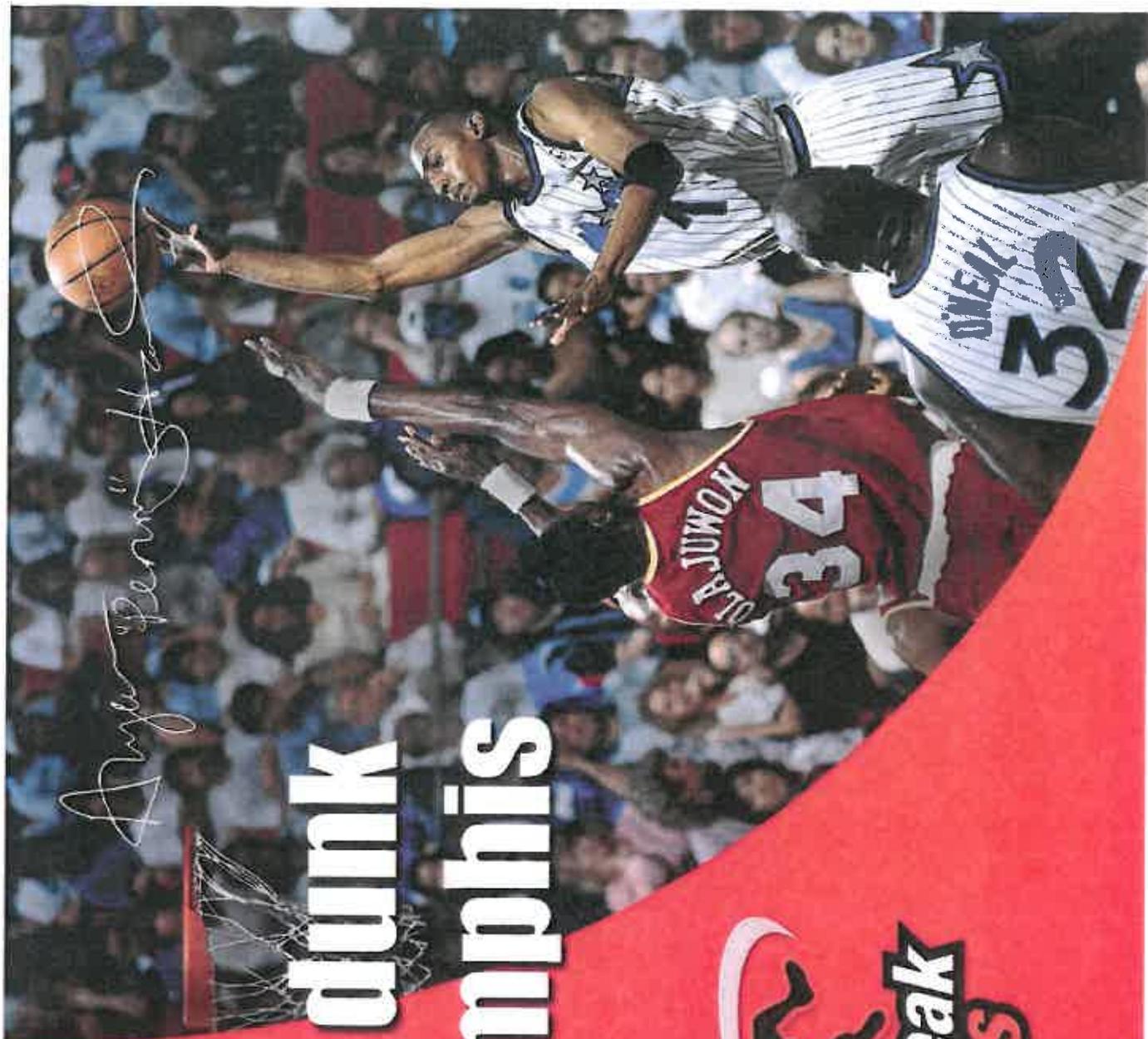
Hardaway laughs when asked what Lil Penny would say of what transpired. He pauses, then breaks into the voice of his alter ego: “I told you my man was gonna come back! Everybody said he wasn’t gonna come back. I told you he was. I told you.”

Link to this CNN.com article online:

<http://www.cnn.com/2012/03/16/us/penny-hardaway-memphis-school/index.html>

Any Penny's Hoops

A slam dunk for Memphis





- **100,000 new tourists annually**

- **236 new jobs**

- **Access for local youth to participate in team sports**



Help Penny Bring Tourists, Add Jobs, and Help Our Kids

Help fund a multi-million-dollar youth sports center (adjacent to Gameday's baseball and softball complex):

- A multi-court youth sports center offering volleyball, wrestling, cheer, and other indoor sports along with basketball
- To continue Memphis' growth as a major U.S. youth sports tourist destination for competitive events



The Economic Impact of Penny's FastBreak Courts

- Penny's FastBreak Courts will contribute **\$20,469,050 annually** to the Memphis area economy*
- Last year, American families spent **\$7 billion** traveling to youth sports tournaments and that number is growing by 3 to 5 percent annually**



*Younger Associates Economic Analysis, December 2010

**National Association of Sports Commissions



Supporting Jobs with Penny's FastBreak Courts

- Currently, Gameday Baseball and Softball attract visitors that spend more than \$7 million for retail, food, and lodging – directly supporting 195 local jobs.
- Penny's FastBreak Courts will directly support an additional 236 jobs for the community.
- That's **431 jobs directly supported** when Penny's FastBreak Courts joins the Gameday complex.



The Importance of Youth Sports

Research by organizations such as the President's Council on Physical Fitness, Women's Sports Foundation and Centers for Disease Control all show that participation in youth sports helps children improve the physical, social, emotional and academic aspects of their lives.

In addition, the positive experience of youth sports influences their behavior as adults.



The Importance of Youth Sports

- Involvement builds strength, self-confidence and self-esteem, and children are better able to resist peer pressure.
- Students participating in youth sports are 40% less likely to smoke, according to research cited in the *Journal of the American Medical Association*.
- Through sports, children learn how to set and track goals, and they develop the discipline to achieve those goals.



“When I was growing up in Memphis, I had two choices – sports and gangs. I was lucky enough to have the opportunity to play sports. With FastBreak Courts, my goal is to give kids a place to play sports – a place to learn the discipline, the healthy habits and self-esteem that helps them succeed in life. Sometimes the only choice kids see is joining a gang, and I want them to know they can do more. By participating in team sports, kids learn skills that will help them build a better future and make better choices.”

— Anfernee “Penny” Hardaway

A handwritten signature in black ink that reads "Anfernee 'Penny' Hardaway".



Rendering of proposed sports facility.



While Penny's FastBreak Courts alone will be a major draw, combining it with existing operations at Gameday will strengthen Memphis' position as a major youth sports destination.

The Gameday Healthy Kids Foundation, a not-for-profit 501(c)3 organization, presently operates Gameday Baseball and Softball. The youth sports complex is located near Shelby Farms in the Cordova area of Memphis, and generated 320,000 visitor days in 2012.





Our Mission

The Gameday Healthy Kids Foundation is committed to developing partnerships and offering programs that improve the health of youth in our community, promote wellness in families, and reduce the incidence of obesity and chronic diseases associated with the obesity epidemic.



Healthy Kids Foundation



**100,000 new tourists, 236 jobs and making
Memphis a nationally-recognized youth sports
destination are within reach with your help.**

**Contacts: Penny Hardaway
Penny's FastBreak Courts
(901) 531-7410**

**Leigh Fox
Gameday Healthy Kids Foundation
(901) 277-8627
lfox@gamedaybaseball.com**

**Becky West
WestRogers, LLC
(901) 359-3323
beckywest@westrogers.com**

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

June 4, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Flinn:

Subject to Council approval, it is my recommendation that:

Alison S. Burton

be appointed to the joint position of the Memphis and Shelby County Air Pollution Control Board with a term expiring August 29, 2016.

I have attached biographical information.

Sincerely,



A C Wharton
Mayor

ACW/lar

c: Council Members



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

BOARD/COMMISSION _____

Name: Alison S. Burton Race Black M F

E-Mail Address: aburton@matatransit.com Fax (901)722-7123

Profession/Employer: Mid-South Transportation Management, Inc.

Business Address: 1370 Levee Road Zip 38108 Phone: (901)722-7123

Education: I attended the University of Memphis

Name of Spouse: Chauncey E. Burton Number of Children: 2

Home Address: 7660 Carter Creek Cove Phone: (901)757-9223

City: Memphis State: Tn Zip: 38125

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? _____

Professional Organization/Associations:
Habitat for Humanity, Board Member
2012 Leadership Memphis graduate
Other Organizations/Association:
American Public Transportation Association

Other Interests:
Reading, Singing, Traveling and Writing.

Signature Alison S. Burton Date 4/30/13

**MEMPHIS AND SHELBY COUNTY
AIR POLLUTION CONTROL BOARD
9 MEMBER BOARD
NO OATH OF OFFICE REQUIRED
4 YEAR TERM**

MEMBER	ADDRESS	POSITION	TERM EXPIRES
Boyd, Doris F/B	213 Viking Drive West Cordova, TN 38018 Cell: 901.359.1996 Bus: 901.947.8454	INDUSTRY REPRESENTATIVE	AUGUST 29, 2013
Cash, Robert M/W	8247 Greengate Cove Cordova, TN 38018 Res: 901-754-4114 Bus: 901-726-0810 dcash@pickeringfirm.com	PROFESSIONAL ENGINEER	AUGUST 29, 2016
Davis, Roy M/B <i>(Replaced Helen Broughton)</i>	69 West Windsor Road Memphis, TN 38109 Res: 901-516-8360 Bus: 901-516-8945 Roy_davis@bellsouth.net	CITIZEN MEMBER	AUGUST 29, 2014
Dugard, Douglas M/W	3050 Cross Country Drive Germantown, TN 38138 Bus: 901.729-5528	CITIZEN MEMBER	AUGUST 29, 2012
Harvell, George R M/W	Business Address: Memphis Environmental Center 2603 E. Corporate Center Dr. Memphis, TN 38132 901-345-1788 901-398-4719 Gharvell@velsicol.com Gharvell@midsouth.rr.com	MUNICIPALITIES (SUBURBAN) CITIZEN MEMBER	NOVEMBER 18, 2011
Kirkpatrick, Robert, MD M/W <i>(Replaced Amado Freire)</i>	1678 Oak Hill Road Germantown, TN 38138 901-216-3360 Rkirkpatrick@pol.net	PHYSICIAN	AUGUST 29, 2016
Lenschau, James	65 LaVerne Lane Memphis, TN 38117 901-374-9693 jlenschau@martintate.com	ENVIRONMENTAL ATTORNEY	AUGUST 29, 2014
Pensak, Karl	3412 Venson Drive Bartlett, TN 38135 Res: 901-384-4463 Bus: 901-416-6060	ACADEMIA MEMBER	AUGUST 29, 2013
Ware, Mary	2110 Hickory Crest Dr. Memphis, TN 38119 Res: 901.756.5826 Cell: 901.496.4194	CITIZEN MEMBER	AUGUST 29, 2012

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

June 4, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Flinn:

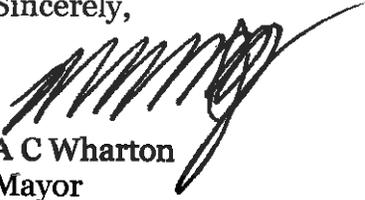
Subject to Council approval, it is my recommendation that:

Christopher R. Garner

be appointed to the joint position of the Memphis and Shelby County New
Arena Public Building Authority with a term expiring July 30, 2017.

I have attached biographical information.

Sincerely,


A C Wharton
Mayor

ACW/lar

c: Council Members

8308 Rembrook Drive, Cordova, TN 38016
Phone: 901-692-0111 E-Mail: chrisgarusa@gmail.com

Objective

My objective is to use my six plus years of investment sales, trading, operations, and MBA in Finance and CFA endeavors to obtain a position I can grow with.

Education

CFA Level I Level I Candidate

June 2011

The CFA Society of Memphis has awarded me a scholarship for the June 2011 CFA Level I exam.

Christian Brothers University

Expected Completion June 2012

MBA – Finance

University of Mississippi

May 2001

BBA – Business Studies

Skills

MS Excel, MS Word, MS Vizio, MS Access, Bloomberg, Municenter, Streetscape, Morningstar, Advent Axys

Licensing

Series 7, Series 63, Series 65

Experience

SunTrust Investment Services, Memphis, TN

Sales/Operations Assistant

November 2008 - Current

Process trades for agency and principal accounts, open accounts, close accounts, and perform various portfolio maintenance requests on customer accounts. Perform various portfolio maintenances to ensure proper balancing and risk weightings. Work with the trading desk to ensure proper execution. Work with customers to take care of their brokerage and banking needs.

Axiom Corporation, Memphis, TN

Bank Marketing Analyst

December 2007 – November 2008

Analyze bank customer data to find profitable marketing campaigns for banks. Performed pre and post campaign analysis to find ROI of marketing campaigns.

Duncan-Williams, INC, Memphis, TN

Institutional Fixed Income Salesman

April 2006 – June 2007

Analyzed institutional portfolios for optimal hedging. Filled customer inquiries from fixed income to mutual funds. Helped banks find Tier 1 financing using Trust Preferreds.

**MEMPHIS & SHELBY COUNTY NEW ARENA PUBLIC BUILDING
AUTHORITY (FedEx Forum)
13 Member Board
Jointly Appointed**

Complete appointment process after the county completes their process

Sonji Branch	F/B	09-10-15	6yr. Term
Willie F. Brooks, Jr.	M/B	07-30-17	6yr. Term
Henry R. Evans	M/W	07-30-11	6yr. Term
Lawrence Jensen	M/W	07-30-11	6yr. Term
Carol Winfield Jones	F/B	09-10-11	6yr. Term
Kevin Kane	W/M	07-30-13	6yr. Term
David L. Levine	M/W	07-30-13	6yr. Term
Tierney R. Matthews	F/B	07-30-14	6yr Term
Representative Larry Miller	M/B	07-30-14	6yr. Term
Allison Kay Moody	F/W	07-30-15	6yr. Term
Senator Mark Norris	W/M	07-30-14	6 yr. Term
David Peck	M/W	09-10-13	6yr. Term
Johnnie Turner	F/B	07-30-13	6yr. Term

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

June 4, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Flinn:

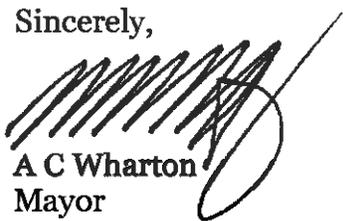
Subject to Council approval, it is my recommendation that:

Henry R. Evans

be reappointed to the joint position of the Memphis and Shelby County New
Arena Public Building Authority with a term expiring July 30, 2017.

I have attached biographical information.

Sincerely,


A C Wharton
Mayor

ACW/lar

c: Council Members



City of Memphis

**BIOGRAPHICAL INFORMATION
APPOINTMENT TO BOARD/COMMISSION**

Public Building Authority

BOARD/COMMISSION

Name: Henry R. Evans Race _____ Cau M F

E-Mail Address: evanscentre@bellsouth.net Fax _____

Profession/Employer: Management Consulting - retired from The Centre Group

Business Address: 3725 Champion Hills, ste. 2300 Zip: 38125 Phone: 683-4320

Education: BS, Journalism, University of Tennessee

Name of Spouse: Ginger Number of Children: 2

Home Address: 2184 Coathbridge Dr. Phone: 754-4163

City: Germantown State: TN Zip: 38139

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? _____

Professional Organization/Associations:

Other Organizations/Association:

Current member of PBA, former member & chair of PBA (Pyramid)

Other Interests:

Signature _____ Date _____

Henry Evans

Employment

Job Title:

Former Managing Partner/President

Place of Employment:

The Centre Group

Memphis, TN

Education:

Bachelor of Science, Journalism

Professional Memberships and Offices Held:

Former Managing Partner/President, The Centre Group, Memphis, TN. Held sales vice president positions at UMIC and the Union Planters Investment Banking Group; served as vice president and general manager of operations for Orgill Brothers, Inc.; spent 10 years in Memphis City Government; 4 years as Personnel Director and six years the City's Chief Administrative Officer. Prior to joining City Government, held human resource management positions at Sterling Homex Corp., RCA, and the Monsanto Textile Division. Began career as a newspaper reporter at both the Nashville Tennessean and the Knoxville News-Sentinel.

Volunteer Interest & Board Service:

Served as President of the Memphis/Shelby County Library Board of Trustees; a commissioner on the Memphis/Shelby County Airport Authority; as a chairman of the Public Building Authority (Pyramid), and currently as a member of the Public Building Authority (FedEx Forum). In Germantown, he is a chairman of the city's Industrial Development Board and its Board of Zoning Appeals, has chaired the Personnel Advisory Committee, the Financial Advisory Committee, and the Planning Commission.

Special Awards or Honors:

Has been chairman of the local chapter of the University of Tennessee Alumni; served on the National Alumni Board of Governors; member Alumni Legislative Council, and as a long-time member of the UT Health Science Center Chancellor's Round Table.

Hobbies/Special Interests/Research:

Golf, all active sports

**MEMPHIS & SHELBY COUNTY NEW ARENA PUBLIC BUILDING
AUTHORITY (FedEx Forum)
13 Member Board
Jointly Appointed**

Complete appointment process after the county completes their process

Sonji Branch	F/B	09-10-15	6yr. Term
Willie F. Brooks, Jr.	M/B	07-30-17	6yr. Term
Henry R. Evans	M/W	07-30-11	6yr. Term
Lawrence Jensen	M/W	07-30-11	6yr. Term
Carol Winfield Jones	F/B	09-10-11	6yr. Term
Kevin Kane	W/M	07-30-13	6yr. Term
David L. Levine	M/W	07-30-13	6yr. Term
Tierney R. Matthews	F/B	07-30-14	6yr. Term
Representative Larry Miller	M/B	07-30-14	6yr. Term
Allison Kay Moody	F/W	07-30-15	6yr. Term
Senator Mark Norris	W/M	07-30-14	6 yr. Term
David Peck	M/W	09-10-13	6yr. Term
Johnnie Turner	F/B	07-30-13	6yr. Term

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

May 7, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Flinn:

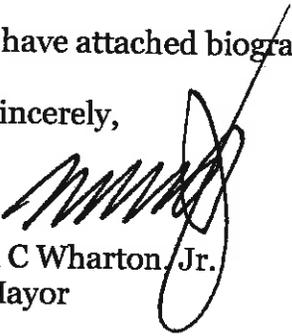
Subject to Council approval, it is my recommendation that:

Johnsie H. Wallace

be reappointed to the Alcohol Commission with a term expiring January 2, 2016.

I have attached biographical information.

Sincerely,


A C Wharton, Jr.
Mayor

ACW/lar

c: Council Members



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

Alcohol Commission

BOARD/COMMISSION

Name: Johnsie H. Wallace Race Black M F

E-Mail Address: johnsie2@yahoo.com Fax 901-360-8842

Profession/Employer: MNG Enterprises, LLC

7190 Blue Grouse Lane
Business Address: _____ Zip 38125 Phone: 901-857-6611

Education: Fisk Univeristy - B.S.; Meharry Medical College - M.S.P.H.

Name of Spouse: None Number of Children: 0

Home Address: 7190 Blue Grouse Lane Phone: 901-857-6611

City: Memphis State: TN Zip: 38125

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? 12

Professional Organization/Associations:

National Association of Health Services Executives; Leadership Memphis Graduate 2007;
Former LivItUp Board Member

Other Organizations/Association:

Alpha Kappa Alpha Sorority, Inc. (Phi Lambda Omega Chapter) - Immediate Past President

Other Interests:

Event Planning, Community Relations

Signature Johnsie H. Wallace Date 4/19/2013

Johnsie H. Wallace, M.S.P.H.

7190 Blue Grouse Lane
Memphis, TN 38125
901-857-6611
johnsie2@yahoo.com

Highly accomplished, versatile and respected professional presenting with over 16 years of experience utilizing exemplary management, analytical, organizational, and people skills. History of accepting accountability for regional direction and strategic management. Dynamic leader, consistently achieving outstanding results in challenging environments while building and maintaining strong, loyal relations with both clients and colleagues.

EMPLOYMENT

Regional Provider Relations Manager – West TN **7/02-Present**
BLUE CROSS BLUE SHIELD OF TENNESSEE **MEMPHIS, TN**

Primary liaison between the Regional Provider Relations Staff and Division Management. Facilitating positive relationships with providers and within the organization through effective communication, education and problem resolution. Negotiating contractual arrangements with physicians, hospitals, surgery centers and ancillary providers. Making presentations both outside and within the company. Other duties also include maintaining network adequacy, planning strategic initiatives, and budget maintenance. Supervising a staff of 14.

Relevant Accomplishments:

- *During new methodology rollout in 2004, having a set budget of \$3 million, kept negotiations at \$2.1 million, saving BCBST money.*
- *Identified key partners and facilitated the creation of Patient Centered Medical Homes in the region*
- *Coordinated and planned annual Provider Training Sessions and Statewide Staff Training sessions*
- *Maintained the region's annual negotiation forecast by maintaining contracts and negotiating under budget every year. The budget is generally between \$2.5 and \$3 million.*
- *Improved contract renewal rates by providing exceptional service plans with specific goals/incentives*
- *Built the Medicaid Provider Network by specified date in 2008 which was an asset to BCBST*
- *Improved overall Site Visit Goals to 100% through proactive execution of performance strategies and cohesion of staff into a strong, effective, motivated team.*

Provider Relations Representative **7/00-7/02**
BLUE CROSS BLUE SHIELD OF TENNESSEE **NASHVILLE, TN**

Serving as primary liaison between the Plan and the physician by negotiating contractual arrangements, making presentations, educating and training physicians and assisting with physicians' every day practice issues. Other duties also include producing network adequacy reports and strategic planning analysis and managing multiple projects.

Relevant Accomplishment:

- *Promoted by Management due to exceptional abilities to execute company goals and building relationships with provider community*

Provider Network Coordinator **6/95-7/00**
TENNESSEE COORDINATED CARE NETWORK **NASHVILLE, TN**

Developing the policies, procedures, and guidelines of the Provider Services Dept. and training departmental staff, supervising project completion for Provider Reps, developing programs to promote provider recruitment and retention, arranging contractual agreements, interacting with providers daily about practice operation issues, and dealing with departmental operations issues including meeting accreditation (NCQA, EQRO, etc.) standards. Supervised a staff of six.

EDUCATION

Master of Science in Public Health

MEHARRY MEDICAL COLLEGE

Public Health with a concentration in Health Administration. Thesis required.

May 1995
NASHVILLE, TN

Bachelor of Science in Business Administration

FISK UNIVERSITY

Business Administration with a concentration in Management.

May 1992
NASHVILLE, TN

ACCOMPLISHMENTS

2011 listed as one of Tennessee Tribune's Most Influential Women in Tennessee; 2010-2011 President of PLO Chapter of Alpha Kappa Alpha Sorority, Inc.; 2007 Leadership Memphis Graduate; Competent Toastmaster Award, United Cerebral Palsy of the Mid-South Board Member,

SKILLS

Training, Event Planning, Project Management, Negotiating Contracts, Policy Writing, Supervision, Customer Service/Communication, Presentation Skills, Survey Development, Fund-Raising, Computer (Microsoft Office Products, Internet)

PROFESSIONAL CERTIFICATIONS

Lean Six Sigma Yellow Belt

REFERENCES

Available upon request.

**ALCOHOL COMMISSION
9 MEMBER BOARD
3 YEAR TERM**

MEMBERS		ADDRESS	TERM EXPIRES
Bryan, Eugene	M/W	3775 Tutwiler Memphis, TN 38122 Bus. 901.454.0207	August 31, 2015
Chase, Barry	M/W	5693 Ashley Square North Memphis, TN 38120 Bus: 901.725.3003	August 31, 2015
Greer, Sherman	M/B	6214 Ashton Road Memphis, TN 38134 Bus: 901.333.4670	December 31, 2013
Hayslett, Erma T.	F/B	1055 Bourbon Place Memphis, TN 38106 Bus: 901.271.5361	December 31, 2013
Johnson, Jared	M/B	1789 Madison Avenue #204 Memphis, TN 38104	August 31, 2015
Jones, Martavius	M/B	1398 Worthington Circle Memphis, TN 38114 Bus: 901.312.9166	December 31, 2013
Post, Billy	M/B	368 N. McNeil Street Memphis, TN 38112 901.606.9415	December 31, 2013
Wallace, Johnsie Helen (Replaced Jimmie Kelly)	F/B	7190 Blue Grouse Lane Memphis, TN 38125	January 2, 2013
West, Robert	M/W	3885 Tutwiler Memphis, TN 38122 Bus: 901.849.9099	December 31, 2013

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

June 4, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Flinn:

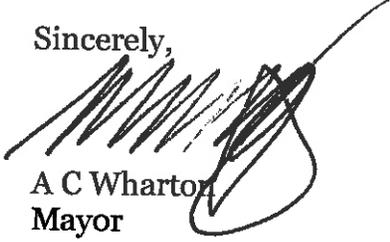
Subject to Council approval, it is my recommendation that:

Rod Loggins

be appointed to the joint position of the Memphis and Shelby County New
Arena Public Building Authority with a term expiring September 10, 2017.

I have attached biographical information.

Sincerely,


A C Wharton
Mayor

ACW/lar

c: Council Members



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

BOARD/COMMISSION _____

Name: Rod Loggins Race BLK M F

E-Mail Address: rod.loggins@regions.com Fax 870 433 2894

Profession/Employer: BANKER

Business Address: 371 N ROSSER FOOTBALL CITY, TN 38132 Zip 38132 Phone: 870 633-2833

Education: B.S. BUSINESS SOUTHERN ILL UNIV.

Name of Spouse: Clerice Loggins Number of Children: 1

Home Address: 6571 JACK CT Phone: (901) 292-5185

City: MILLINGTON State: TN Zip: 38053

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? _____

Professional Organization/Associations: MID SOUTH TRANSPORTATION ORGANIZATION
NATIONAL ASSOC. Mortgage BROKERS (MEMBER)
NMLS (MEMBER)

Other Organizations/Association: PRESIDENT RDL DEVELOPMENT.

Other Interests:

Signature

Date 4/26/13

ROD LOGGINS

6571 Jack Cove
Millington, TN 38053
(901) 292 - 5185
rodresa@msn.com

SALES, MARKETING AND OPERATIONS EXECUTIVE

PROFILE

Entrepreneurial executive with more than 18 years of experience managing sales, marketing, operations and personnel at the district, regional and corporate level for both start-up and established banking, real estate and financial organizations.

Motivation and leadership style with a record of building and retaining highly successful sales teams. Very successful in indentifying opportunities for accelerated growth and uncanny ability to recognize and capitalize on market trends.

Sales and Management qualifications

P&L Management

Sales and Business Development

Strategic and Market Planning

Key Account Management/ Retention

Contract/ Price Negotiation

Change Management

Budgeting and Expense Control

Presentation and Training

Staff Development and Motivation

Inventory Control

PROFESSIONAL EXPERIENCE

RDL Development - Millington, Tennessee

2008- Present

President

President and CEO for a real estate investment company with commercial and residential property interest. Created organizational structure and perform financial evaluations for organization. Provide cross functional management and general oversight of the projects. Developed and wrote business plans. Successfully manages vendor relationships with appraisers, and closing attorneys which resulted in savings for service.

- Started and grew business from 1 residential property to 3 residential properties plus one commercial income producing property.
- Delivered first year's gross profits 5 percent above plan.
- Recruited, hired and trained sales associates and contractors in less than one year.
- Created marketing campaign, pricing structure and sales strategy.

TMX FINANCE – Memphis, Tennessee

2010- Present

General Manager

Responsible for overseeing and managing the store's day to day operations and performance. In addition to maximizing store growth and increasing profitability through management, customer relations, operating costs, sales and collections. As the leader, my role is to develop great relationships while motivating and developing teams while maintaining the company core values.

- Managed all store operations ensuring sales, collection activities performed in accordance with company and industry standards.
- Increased store profitability 1.2% to 4.5% while increasing total accounts from \$400,000 to \$700,000.
- Coach lead and develop team members, interview, hire and train new staff.
- Prepare and analyze daily, monthly and other company reports to streamline processes.

ROD LOGGINS

6571 Jack Cove
Millington, TN 38053
(901) 292 - 5185
rodresa@msn.com

Page 2

CITI Group - Rolling Meadows, Illinois

2002 - 2008

Regional Vice President

A Senior Sales Executive, for residential leading division for a fortune 500 company with over 300 billion dollars in assets. My region grew EBITA from 3million to over 7 million. Broad scope responsibility includes P&L of 200 M accountability, strategic market planning, business development, branding sales, forecasting, and training of personnel.

- Successfully planned and developed strategy to increase market share for the south east region.
- Excellent oral communication skills, recruited, trained over 50 sales executives 8 states.
- Supervised and directed an internal and external staff of 150 representatives.
- Increased overall growth and production of the region consistently by 20 percent.
- Expanded the region from a 30 million to 150 million dollars in monthly volume.
- Problem solver, increased client penetration by 35percent.
- Instrumental in the development of written work flows for operations and sales staff.

Novelle Financial - Newport Beach, California

2001 - 2002

Account Executive

A Senior Account Executive for mid level wholesale mortgage lender of a niche oriented consumer products. I directed business to business sales and marketing activities including lead generation, trade advertising, trade shows and account management.

- Client relationship manager of 50 accounts.
- Wholesale mortgage sales representative.
- Established marketing presence in Memphis, Mississippi and Arkansas.
- Averaged over million dollars a month in sales volume.
- Responsible for new business development.
- Trained and serviced 50 clients.

First Horizon - Memphis, Tennessee

1999 - 2001

Sales/Operations Manager

Senior Operations Executive for a regional bank equity division with over 100 locations and over 100 million dollars in annual sales. Broad scope includes P&L responsibility, operational oversight, inventory and pricing control. I led staff of 150 people including assistant managers, team leaders, underwriters and sales and processing staff.

Amresco - Memphis, Tennessee

1998 - 1999

Branch Manager

A senior account executive for niche wholes mortgage lender, consistently top performer and sales leader.

Avco - Millington, Tennessee

1995 - 1998

Manager

Consumer finance manager. Joined company and rapidly advance to Branch Manager.

United States Navy

1984 - 1995

Education:

Bachelor of Science Degree in Business Administration, Southern Illinois University

**MEMPHIS & SHELBY COUNTY NEW ARENA PUBLIC BUILDING
AUTHORITY (FedEx Forum)**

13 Member Board

Jointly Appointed

Complete appointment process after the county completes their process

Sonji Branch	F/B	09-10-15	6yr. Term
Willie F. Brooks, Jr.	M/B	07-30-17	6yr. Term
Henry R. Evans	M/W	07-30-11	6yr. Term
Lawrence Jensen	M/W	07-30-11	6yr. Term
Carol Winfield Jones	F/B	09-10-11	6yr. Term
Kevin Kane	W/M	07-30-13	6yr. Term
David L. Levine	M/W	07-30-13	6yr. Term
Tierney R. Matthews	F/B	07-30-14	6yr Term
Representative Larry Miller	M/B	07-30-14	6yr. Term
Allison Kay Moody	F/W	07-30-15	6yr. Term
Senator Mark Norris	W/M	07-30-14	6 yr. Term
David Peck	M/W	09-10-13	6yr. Term
Johnnie Turner	F/B	07-30-13	6yr. Term

EXECUTIVE SUMMARY

AN ORDINANCE TO AMEND CHAPTER 28, ARTICLE VI, DIVISION 3 OF THE CODE OF ORDINANCES SO AS TO REDUCE THE NUMBER OF ALLOWABLE FALSE ALARMS, INCLUDE CIVIL DAMAGES AND ADD NOTIFICATION PROCESS OF ALARM USERS OPERATING WITHOUT A PERMIT

Purpose: The original ordinance was passed in 1999 to address the 100,000+ false alarms that occurred annually and detracted from MPD's ability to handle real alarms, respond to emergency calls or proactively suppress crime. Since the implementation of the Metro Alarm Office, false alarms have decreased significantly; however, the number is still much higher than it should be. For example, in 2002 there were 115,450 false alarms while in 2008 that number dropped to 52,257.

Challenge: In 2008, the Memphis Police Department received 96,949 total alarm calls. Of that number, **899 were good calls reflecting .009% of all calls received!**

Please see the detail below.

Citation issued (false alarm)	14,499 (total included in False alarm category)
Cancelled by alarm company	13,092
False alarm	52,257
Good alarms	899
Erroneous disposition code	16,110

At least two officers are put on a call for at least 20 minutes a piece, which results in 48,400 man hours for false alarms last year. At a cost of \$90 per man hour (Per MPD) false alarms caused nearly \$3,000,000 in wasted resources when officers could have been responding to an actual emergency or crime suppression.

After gathering data from the Metro Alarm Office, it became evident that several alarm users are abusing the system. For example in this year alone, an alarm at a business on Getwell had false alarms 26 times in January, 22 times in February, 14 times in March, and 13 times in April. In addition for the month of January, 67 locations had six or more false alarms for a total of 561 for the month.

Proposed Changes:

1. The city's current ordinance does not call for a fine, suspension, or removal of the alarm until after the sixth (6th) false alarm in a twelve month period. The proposed amendment reduces the number of allowable false alarms from six (6) to five (5) in a twelve month period. After the fifth false alarm, the user will have to pay a fine and upon the 7th false alarm civil damages will be added. This change will

bring Memphis in line with comparable cities. Attached is a document outlining what these other cities allow.

2. The current ordinance does not allow the city to recoup costs from answering these false alarms. The proposed amendment requires payment of civil damages for actual costs of answering the false alarm call. MPD has calculated that amount to be \$90 per hour.
3. The current ordinance requires users found to be operating an alarm without a permit to be fined and given a citation that can be waived by the Metro Alarm Board. The proposed amendment gives the user 30 days to come into compliance and not receive a fine. If permit is not obtained, then the user will be placed on a "Do Not Respond" list with MPD until obtainment and will be subject to fine and civil damages.
4. The current ordinance does not provide for a "Do Not Respond" list for MPD. The proposed amendment imposes users being placed on the list after the seventh false alarm in a twelve month period for a year.

Fiscal Note:

There may be a need to expand the staffing of the Metro Alarm Office by one to handle the expected increase of fines assessed due to the change in the number of allowable false alarms.

In addition, Information Services will be asked to implement software that will enable the Metro Alarm system, MPD dispatch and Sheriff's Deputy dispatch to talk to one another.