



**Memphis City Council
Summary Sheet
Sewer Assessment and Rehab - Lick Creek Sewer
Rehab 1 Project**

1. This project is to repair 248 existing damaged sanitary sewer line segments in the Lick Creek Basin.
2. This item is being submitted by Public Works (Environmental Engineering)
3. This item does not change an existing ordinance or resolution.
4. This item does require a new contract.
5. This item requires an expenditure of funds and will use Sewer Fund Cash (use of fund balance) instead of Sewer Revenue Bonds.
6. The MWBE Goal for this project was 10.0 percent.

RESOLUTION

WHEREAS, the Council of the City of Memphis approved Sewer Assessment and Rehab, project number SW05001 as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on July 20, 2012 to repair existing damaged sanitary sewer line segments in the Lick Creek Basin with the lowest complying bid of five bids being \$3,742,417.20 submitted by Insituform Technologies, LLC; and

WHEREAS, it is necessary to appropriate \$4,116,659.00 funded by Sewer Fund Cash (Use of Fund Balance) in Sewer Assessment and Rehab, project number SW05001 as follows:

Contract Amount	\$ 3,742,417.00
Project Contingencies	<u>374,242.00</u>
Total	\$ 4,116,659.00

NOW, THEREFORE BE IT RESOLVED, By the Council of the City of Memphis that there be and is hereby appropriated the sum of \$4,116,659.00 funded by Sewer Fund Cash (Use of Fund Balance) to the Fiscal Year 2013 Capital Improvement Budget and credited as follows:

Project Title:	Sewer Assessment and Rehab
Project Number:	SW05001
Amount:	\$4,116,659.00



Memphis City Council Summary Sheet

Resolution supporting New Zion Missionary Baptist Church's opportunity to purchase an approximate 0.13 acre City owned parcel located at 0 Weaver Road on the South side of the intersection of Weaver Road and W Pebbles Drive.

- This item is a resolution in support of New Zion Missionary Baptist Church purchasing a City owned parcel consisting of 0.13 acres more or less.
- Per the City Ordinance, the City Council has to approve any disposition of City owned real property.
- Real Estate recommends Council approve the sale of this parcel. New Zion Missionary Baptist church plans to improve the property with construction of a new facility. Also, the maintenance cost for this parcel will be eliminated.
- No contracts are affected by this sale.
- This does not require an increase in funding or a budget amendment.

Division: General Services

RESOLUTION

WHEREAS, the City of Memphis has ownership of a certain parcel of real property located on the South side of the intersection of Weaver Road and W Pebbles Drive, identified by the Shelby County Assessor's Office as Ward 075, Block 020, Parcel 042, and acquired by the City of Memphis in Tax Sale #4 EXH 7947 and recorded as Inst# 9417-1 in the Shelby County Register's Office, Tennessee; and,

WHEREAS, New Zion Missionary Baptist Church desires to acquire the 0.13 acres more or less, described below, hereinafter referred to as the "Subject Property".

WHEREAS, the City has determined that it would be appropriate and beneficial to the citizens of Memphis and the surrounding community if New Zion Missionary Baptist Church would take ownership of the vacant parcel for the construction of their new facility, and

WHEREAS, the City of Memphis has received an offer from New Zion Missionary Baptist Church to purchase 0.13 more or less acres of land as described below for \$1,500.00 based upon comparable sales and approval by the City's Real Estate Manager, said property being more particularly described as follows:

Being part of lot 7 Mary F. Raines Subdivision (an unrecorded subdivision) and more particularly described as follows:

Beginning at a point on the south line of Pebbles Road (40' wide) 319.26 feet west of the west line of Andy Road (23' wide); thence south 00 degrees 00 minutes 50 seconds east 210.00 feet to a point; thence south 89 degrees 22 minutes 35 seconds west 52.50 feet to a point; thence north 00 degrees 00 minutes 50 seconds west 210.00 feet to a point on the south line of Pebbles Road; thence north 89 degrees 22 minutes 35 seconds east along the south line of Pebbles Road, 52.50 feet to the point of beginning and containing 11,025 square feet.

and

WHEREAS, it is deemed to be in the best interest of the City of Memphis that said offer be approved subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that the offer made by New Zion Missionary Baptist Church for the sum of \$1,500.00 for the purchase of the above described property is hereby accepted. Per the City, the sale of City property shall be submitted for approval to the City Council for first reading, which shall be final.

BE IT FURTHER RESOLVED that the City of Memphis Real Estate Bureau shall prepare and the Mayor of the City of Memphis is hereby duly authorized to execute such documents as may be necessary to close this sale on behalf of the City.



Memphis City Council Summary Sheet

Resolution introducing the proposal of an Inter-Local agreement for Shelby County to provide certain real estate services for the City through its Shelby County Land Bank on a fee basis.

- This item is a resolution introducing an Inter-Local agreement between Shelby County and the City of Memphis for Shelby County to market and prepare documentation for the sale of City owned property submitted to the County. The County will use their current Shelby County Land Bank to market the properties for a \$199.00 processing fee, to be paid by successful bidder; and 10% of the purchase price to be paid by the City.
- Shelby County Real Estate Department proposed the Agreement.
- The sale of surplus real property under this Agreement will occur according to the procedures outlined in the current Memphis Ordinance section 2-16, City Real Property Management.
- This Agreement will require the execution of a new Contract/Agreement (See attached Agreement).
- This does not require an increase in funding or a budget amendment.

Division: General Services

RESOLUTION

WHEREAS, the City of Memphis Real Estate currently sells CITY owned surplus real properties according to Memphis Ordinance section 2-16; and

WHEREAS, Pursuant to Tennessee Code Annotated, Section 12-9-104 et. seq., the COUNTY may contract with the CITY to perform on behalf of the CITY any governmental service, activity or undertaking which each of the parties hereto are authorized by law to perform; and

WHEREAS, The COUNTY is desirous of contracting with the CITY to provide the CITY through its Shelby County Land Bank certain real estate services to assist the CITY with the sale of CITY owned surplus real properties on a fee basis; and

WHEREAS, The COUNTY is agreeable to provide certain real estate services for the CITY through its Shelby County Land Bank and the CITY is agreeable to contract with the COUNTY for such services related to the disposition of real property on a fee basis under the terms, covenants, conditions and provisions of an Inter-Local Agreement hereinafter set forth; and

WHEREAS, The Agreement shall be effective from August 1, 2012 through May 31, 2017 (the "Initial Term"); with the option to renew for one (1) additional five (5) year period, unless terminated as provided for in this Agreement; and

WHEREAS, The COUNTY shall:

- A. Inventory, market and prepare the documentation required to sell CITY owned surplus real properties submitted to the Shelby County Land Bank for sale processing under the provisions of this Agreement as expeditiously and advantageously to the CITY as possible.
- B. Prepare the documentation required to sell CITY owned surplus real properties in accordance with all requirements of the CITY's Code of Ordinances, policies and procedures.
- C. Prepare the documentation required to sell the CITY owned surplus real properties "AS IS-WHERE IS" by Quit Claim Deed without representations or warranties of any kind, whatsoever, either expressed or implied, as to title, condition, merchantability, or fitness for any use or purpose. Nothing in this Agreement shall prohibit the CITY from marketing or selling its surplus real properties. If the CITY contracts to sell a property that has been previously submitted to the COUNTY but not under a pending sale contract under this Agreement, the CITY shall provide the COUNTY notification of the pending contract without fees and the COUNTY shall not encumber this property; however, if the property is already under a pending sale contract at the COUNTY, the CITY will allow it to be processed for sale in accordance with this Agreement.
- D. Prepare the documentation required to sell the CITY owned surplus real properties subject to any specifically reserved easements per the legal description and all existing easements recorded and unrecorded.
- E. Provide the City with a quarterly report listing each property that was placed under contract whether sold or unsold.

And

WHEREAS, The CITY shall:

- A. Provide the Shelby County Land Bank a listing of the CITY owned surplus real properties to be sold under the provisions of this Agreement along with a legal description and all pertinent details, restrictions and easement reservations applicable to the same.
- B. Continue to maintain and be responsible for the CITY owned surplus real properties to be sold under the provisions of this Agreement during the time that said properties are being processed for sale by the Shelby County Land Bank.
- C. Process all internal CITY approvals and City Council approvals required to sell the CITY owned surplus real properties to be sold under the provisions of this Agreement.

And

WHEREAS, The COUNTY shall

Collect the appropriate fees and monies associated with the sale of the CITY owned surplus real properties from prospective purchasers and transfer that part of the same to the CITY in accordance with the provisions as follows:

- A. At the time that the high bid, prospective purchaser signs a written Offer to Purchase document for one of the CITY owned surplus real properties to be sold under the provisions of this Agreement, agreeing to the sale price and terms of sale, said purchaser will be required to tender a 10% Good Faith Deposit, based upon the sale price, and a non-refundable \$199.00 advertising, notification and processing fee both payable to Shelby County Government via. Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted). Upon approval of the real property sale by the CITY and issuance of a Quit Claim Deed, prepared by the County, a closing will be scheduled within 30 calendar days thereafter and the purchaser will be required to tender at closing the balance of the sale price (i.e. an amount equal to 90% of the sale price) payable to City of Memphis via. Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted). Also, at closing the purchaser will be required to tender funds in an amount sufficient to cover the transfer tax and recordation fee payable to Shelby County Register via. Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted).
- B. The non-refundable \$199.00 advertising, notification and processing fee will be kept by the COUNTY as partial, front-end payment for the real property sale services provided under this Agreement and to offset the COUNTY's advertising costs associated with the sale of the property.
- C. In the event the real property sale is NOT approved by the CITY, the 10% Good Faith Deposit will be refunded to the high bid, prospective purchaser by the County.
- D. In the event the real property sale is approved by the CITY and the high bid, prospective purchaser fails to close the sale in accordance with the terms of sale contained in the Offer to Purchase document, the 10% Good Faith Deposit will be forfeited and 5% will be paid to the CITY and 5% kept by the COUNTY as final

payment for the real property sale services provided under this Agreement associated with the sale of the property.

- E. In the event the real property sale is approved by the CITY and the high bid, prospective purchaser closes the sale, the 10% Good Faith Deposit will be kept by the COUNTY as final payment for the real property sale services provided under this Agreement associated with the sale of the property; and the balance of the sale price (i.e. an amount equal to 90% of the sale price) payable to City of Memphis via Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted) will be delivered to the CITY as the net sale proceeds.
- F. Upon closing the real property sale, the COUNTY will deliver the funds tendered by the high bid, prospective purchaser to cover the transfer tax and recordation fee, to the Shelby County Register's Office, have the Quit Claim Deed recorded, and mail the recorded, original copy of the Quit Claim Deed to the high bid, prospective purchaser. Afterwards, the COUNTY will mail the CITY a property sold notification confirming the completion of the sale.

And,

WHEREAS, This Agreement may be terminated, with or without cause, by either of the parties hereto by giving thirty (30) days written notice to the other party, before the effective date of termination. In the event of such termination on the effective date of termination, the COUNTY shall remove all CITY owned properties from the COUNTY's inventory without fees due to the COUNTY; however, with regard to properties already under a pending sale contract at the COUNTY on the effective date of termination, the CITY will allow those to continue to be processed for sale in accordance with this Agreement with the understanding that any of those that don't subsequently close in the time stated in the contract will immediately thereafter be removed from the COUNTY's inventory and the county shall provide notification to the city regarding the property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that this Inter-Local Agreement relating to Shelby County providing real estate services for the City of Memphis shall be submitted for approval to the City Council for first reading.

BE IT FURTHER RESOLVED that the City of Memphis Real Estate Bureau shall prepare and the Mayor of the City of Memphis is hereby duly authorized to execute such documents as may be necessary to effectuate this Inter-Local Agreement on behalf of the City.

**INTER-LOCAL AGREEMENT RELATING TO SHELBY COUNTY
PROVIDING REAL ESTATE SERVICES
FOR THE CITY OF MEMPHIS**

THIS INTER-LOCAL AGREEMENT RELATING TO SHELBY COUNTY PROVIDING REAL ESTATE SERVICES FOR THE CITY OF MEMPHIS (the "Agreement"), dated the ___ day of _____, 2012, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee (the "COUNTY") and the City of Memphis, Tennessee, a Municipal Corporation of the State of Tennessee (the "CITY").

WHEREAS, Pursuant to Tennessee Code Annotated, Section 12-9-104 et. seq., the COUNTY may contract with the CITY to perform on behalf of the CITY any governmental service, activity or undertaking which each of the parties hereto are authorized by law to perform; and

WHEREAS, The CITY is desirous of contracting with the COUNTY to provide the CITY through its Shelby County Land Bank certain real estate services to help maximize the sale of CITY owned surplus real properties on a fee basis; and

WHEREAS, The COUNTY is agreeable to provide certain real estate services for the CITY through its Shelby County Land Bank and the CITY is agreeable to contract with the COUNTY for such services related to the disposition of CITY owned real property on a fee basis under the terms, covenants, conditions and provisions hereinafter set forth.

NOW, THEREFORE, For and in consideration of the above stated purposes, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CITY agree as follows:

I. Purpose.

The purpose of this Agreement is to establish the terms, covenants, conditions and provisions under which the COUNTY will provide for the CITY through its Shelby County Land Bank certain services related to the disposition of CITY owned real property on a fee basis.

II. Term.

This Agreement shall be effective from August 1, 2012 through July 31, 2017 (the "Initial Term"), with the option to renew for one (1) additional five (5) year period, unless terminated as provided for in this Agreement.

III. Obligation of the COUNTY.

The COUNTY shall:

- A. Inventory, market and prepare the documentation required to sell CITY owned surplus real properties submitted to the Shelby County Land Bank for sale processing under the provisions of this Agreement as expeditiously and advantageously to the CITY as possible.
- B. Prepare the documentation required to sell CITY owned surplus real properties in accordance with all requirements of the CITY's Code of Ordinances, policies and procedures.

- C. Prepare the documentation required to sell the CITY owned surplus real properties “**AS IS-WHERE IS**” by Quit Claim Deed without representations or warranties of any kind, whatsoever, either expressed or implied, as to title, condition, merchantability, or fitness for any use or purpose. Nothing in this Agreement shall prohibit the CITY from marketing or selling its surplus property. If the CITY contracts to sell a property that has been previously submitted to the COUNTY but not under a pending sale contract under this Agreement, the CITY shall provide the COUNTY notification of the pending contract without fees and the COUNTY shall not encumber this property however, if the property is already under a pending sale contract at the COUNTY, the CITY will allow it to be processed for sale in accordance with this Agreement.
- D. Prepare the documentation required to sell the CITY owned surplus real properties subject to any specifically reserved easements per the legal description and all existing easements recorded and unrecorded.
- E. Collect the appropriate fees and monies associated with the sale of the CITY owned surplus real properties from prospective purchasers and transfer that part of the same to the CITY in accordance with the provisions of this Agreement.
- F. Provide the City with a quarterly report listing each property that was placed under contract whether sold or unsold.

IV. Obligation of the CITY.

The CITY shall:

- A. Provide the Shelby County Land Bank a listing of the CITY owned surplus real properties to be sold under the provisions of this Agreement along with a legal description and all pertinent details, restrictions and easement reservations applicable to the same.
- B. Continue to maintain and be responsible for the CITY owned surplus real properties to be sold under the provisions of this Agreement during the time that said properties are being processed for sale by the Shelby County Land Bank.
- C. Process all internal CITY approvals and City Council approvals required to sell the CITY owned surplus real properties to be sold under the provisions of this Agreement.

V. General Processing, Fees and Payments.

- A. At the time that the high bid, prospective purchaser signs a written Offer to Purchase document for one of the CITY owned surplus real properties to be sold under the provisions of this Agreement, agreeing to the sale price and terms of sale, said purchaser will be required to tender a 10% Good Faith Deposit, based upon the sale price, and a non-refundable \$199.00 advertising, notification and processing fee both payable to Shelby County Government via Certified Funds, Cashier’s Check or Money Orders (personal checks and/or cash NOT accepted). Upon approval of the real property sale by the CITY and issuance of a Quit Claim Deed, prepared by the County, a closing will be scheduled within 30 calendar days thereafter and the purchaser will be required to tender at closing the balance of the sale price (i.e. an amount equal to 90% of the sale price) payable to City of Memphis via Certified Funds, Cashier’s Check or Money Orders (personal checks and/or cash NOT accepted). Also, at

closing the purchaser will be required to tender funds in an amount sufficient to cover the transfer tax and recordation fee payable to Shelby County Register via. Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted).

- B. The non-refundable \$199.00 advertising, notification and processing fee will be kept by the COUNTY as partial, front-end payment for the real property sale services provided under this Agreement and to offset the COUNTY's advertising costs associated with the sale of the property.
- C. In the event the real property sale is NOT approved by the CITY, the 10% Good Faith Deposit will be refunded to the high bid, prospective purchaser by the County.
- D. In the event the real property sale is approved by the CITY and the high bid, prospective purchaser fails to close the sale in accordance with the terms of sale contained in the Offer to Purchase document, the 10% Good Faith Deposit will be forfeited and 5% will be paid to the CITY and 5% kept by the COUNTY as final payment for the real property sale services provided under this Agreement associated with the sale of the property.
- E. In the event the real property sale is approved by the CITY and the high bid, prospective purchaser closes the sale, the 10% Good Faith Deposit will be kept by the COUNTY as final payment for the real property sale services provided under this Agreement associated with the sale of the property; and the balance of the sale price (i.e. an amount equal to 90% of the sale price) payable to City of Memphis via. Certified Funds, Cashier's Check or Money Orders (personal checks and/or cash NOT accepted) will be delivered to the CITY as the net sale proceeds.
- F. Upon closing the real property sale, the COUNTY will deliver the funds tendered by the high bid, prospective purchaser to cover the transfer tax and recordation fee, to the Shelby County Register's Office, have the Quit Claim Deed recorded, and mail the recorded, original copy of the Quit Claim Deed to the high bid, prospective purchaser. Afterwards, the COUNTY will mail the CITY a property sold notification confirming the completion of the sale.

VI. Indemnification.

The COUNTY shall defend, indemnify and hold the CITY harmless from and against death or injury to any persons, including, but not limited to officers, employees, agents, authorized representatives, contractors and sub-contractors of the parties hereto, and for all loss, damage, or injury to any property, including, legal fees to persons or property, or claims for damages that arise due to and in connection with the real estate services provided by the COUNTY under this Agreement, but only to the limits of the Tennessee Governmental Tort Liability Act (Sec. 29-20-101 et.seq. T.C.A.).

VII. Termination.

This Agreement may be terminated, with or without cause, by either of the parties hereto by giving thirty (30) days written notice to the other party, before the effective date of termination. In the event of such termination on the effective date of termination, the COUNTY shall remove all CITY owned property from the COUNTY's inventory without fees due to the COUNTY; however, with regard to properties already under a pending sale contract at the COUNTY on the effective date of termination, the CITY will allow those to continue to be processed for sale in accordance with this Agreement with the understanding that any of those that don't subsequently

close in the time stated in the contract will immediately thereafter be removed from the COUNTY's inventory and the COUNTY shall provide notification to the CITY regarding the property.

VIII. Notices.

- A. All notices and other communications required or permitted to be given by one party to another pursuant to this Agreement shall be in writing and delivered by hand, sent by facsimile, or sent by registered mail postage prepaid and addressed to the COUNTY and to the CITY at the address for each first above written.

If to the **COUNTY**: County Real Estate Manager
 Shelby County Government
 584 Adams Avenue
 Memphis, TN 38103
 Phone: (901) 222-2576

If to the **CITY**: City Real Estate Manager
 City of Memphis
 125 North Main Street, Rm. 568
 Memphis, TN 38103
 Phone: (901) 576-6332

- B. Any such notice, direction or other communication will be deemed to have been received by the party to whom it was given:
(i) on the day of delivery, if delivered;
(ii) on the day of transmittal thereof, if sent by fax; or
(iii) on the third business day following the mailing thereof, if mailed.
- C. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending a notice, direction or communication shall fax or deliver such notice, direction or communication in order to ensure its prompt receipt.

IX. Miscellaneous.

- A. The Execution of this Agreement shall in no way be interpreted as a relinquishment or abandonment by the CITY of any of its ownership rights, title and interest in and to the CITY owned surplus real properties assigned to the Shelby County Land Bank for sale processing under the provisions of this Agreement. In fact, the CITY specifically retains all rights and powers pursuant thereto.
- B. Wherever the singular or masculine is used in this Agreement, it shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.
- C. If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.
- D. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.

- E. This Agreement shall be deemed drafted by both the COUNTY and the CITY equally and shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee.
- F. This Agreement constitutes the entire agreement between the COUNTY and the CITY relative to this matter. The provisions of this Agreement may be amended, modified or waived only by a writing, duly approved and executed by both the COUNTY and the CITY.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

City of Memphis, a Municipal Corporation of the State of Tennessee

County of Shelby, a Political Subdivision of the State of Tennessee

By: _____
A C Wharton, Jr., City Mayor

By: _____
Mark H. Luttrell, Jr., County Mayor

ATTEST:

By: _____
Comptroller

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Attorney

Other City Approvals:

Other County Approvals:

By: _____
Director of General Services

By: _____
Director of Public Works/County Engineer

By: _____
City Real Estate Manager

By: _____
Land Bank Deputy Administrator

By: _____
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, a Municipal Corporation of the State of Tennessee, and that he as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such **Mayor** of said City of Memphis.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2012.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **MARK H. LUTTRELL, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2012.

Notary Public

MY COMMISSION EXPIRES:



CITY OF MEMPHIS
COUNCIL AGENDA CHECK OFF SHEET

RECEIVED
AUG 15 2012
BUDGET OFFICE
General Services
DIVISION

ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS

Budget Committee
Public Works, Transportation & General Services Committee

PUBLIC SESSION: DATE DATE *T030*

ITEM (CHECK ONE)
ORDINANCE _____ CONDEMNATIONS _____ GRANT ACCEPTANCE/AMENDMENT _____
 RESOLUTION _____ GRANT APPLICATION _____ REQUEST FOR PUBLIC HEARING _____
OTHER: _____

*Minj Mod 6501007
6501007*

ITEM DESCRIPTION:

Resolution in support of the City Administration authorizing the re-allocation of FY 12 CIP Capital Acquisition Funds
RECOMMENDED COUNCIL ACTION: Recommend Approval

PRIOR ACTION ON ITEM:

APPROVAL - (1) APPROVED (2) DENIED
DATE _____
ORGANIZATION - (1) BOARD/COMMISSION
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

FUNDING:

(1) YES _____ REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____ AMOUNT OF EXPENDITURE
\$ _____ REVENUE TO BE RECEIVED

SOURCE AND AMOUNT OF FUNDS

\$ _____ OPERATING BUDGET
\$ FY 12 CIP _____ CIP PROJECT
\$ _____ FEDERAL/STATE/OTHER

ADMINISTRATIVE APPROVAL:

	DATE	POSITION
_____	_____	ADMINISTRATOR
<i>[Signature]</i>	<i>8-15-12</i>	DIRECTOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY

CHIEF ADMINISTRATIVE OFFICER:



Memphis City Council Summary Sheet

- Pursuant to TCA 9-21-151 the attached Form CT-0253 is presented to City Council for discussion purposes only. The form discloses all costs associated with the implementation of the City's Commercial Paper Program. No action is required of City Council.
- The initiating party is the Division of Finance.
- The item does not change any existing Ordinance or Resolution.
- The item does not require new contracts, or amend an existing contract.

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:

Name City of Memphis, Tennessee
 Address 125 N. Main Street
Memphis, TN 38103

2. Debt Obligation:

- a. Bond
- b. CON
- c. BAN
- d. GAN
- e. TRAN
- f. CRAN
- g. Capital Lease
- h. Loan Agreement

Note: Enclose a copy of the executed NOTE FORM if applicable.

5. Face Amount of Debt Obligation: \$150,000,000.00

Premium/Discount: \$0.00

6. Type of Sale:

- a. Competitive Public Sale
- b. Informal Bid
- c. Negotiated Sale
- d. Loan Program

3. Security For Debt Obligation:

- a. General Obligation
- b. General Obligation+Revenue+Tax
- c. Revenue
- d. TIF
- e. Annual Appropriations

7. Tax Status:

- a. Tax Exempt
- b. Tax Exempt - Bank Qualified
- c. Taxable

8. Dated Date: 07/31/2012

4. Purpose of Issue:

- | | | | |
|-------------------------------------|-----------------------------|-------------------|----------|
| <input checked="" type="checkbox"/> | a. General Government | <u>100.00</u> | <u>%</u> |
| <input type="checkbox"/> | b. Education | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | c. Highways and Streets | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | d. Public Safety | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | e. Solid Waste Disposal | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | f. Industrial Park | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | g. Manufacturing Facilities | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | h. Health Facilities | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | i. Airports | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | j. Utilities | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | i. Water | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | ii. Sewer | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | iii. Electric | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | iv. Gas | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | k. Refunding or Renewal | <u> </u> | <u>%</u> |
| <input type="checkbox"/> | l. Other _____ | <u> </u> | <u>%</u> |

specify

9. Issue Date (Closing Date): 07/31/2012

10. Ratings:

- a. Moody's P-1
- b. Standard & Poor's A-1+
- c. Fitch
- d. Unrated

11. Interest Cost:

- %
- a. TIC
 - b. NIC
 - c. Variable: Index plus bps
 - d. Other Variable rate

12. Recurring Costs:

- a. Remarketing Agent (bps) 7 bps
- b. Liquidity (bps) 40.5 bps
- c. Credit Enhancements (bps)

13. Maturity Dates, Amounts and Interest Rates

Year	Amount	Interest Rate	Year	Amount	Interest Rate
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%

If additional space is needed, attach additional sheet.

14. Repayment Schedule

This Issue			Total Debt Outstanding		
Year	Cum. Principal Redeemed	% Total	Year	Cum. Principal Redeemed	% Total
1			1	\$66,305,000	5.39
5			5	\$448,225,000	36.44
10			10	\$913,910,000	74.30
15			15	\$1,130,225,000	91.88
20			20	\$1,189,915,000	96.74
25			25	\$1,226,545,000	99.71
30			30	\$1,230,060,000	100.00

17. Description of Compliance with Written Debt Management Policy:

(Use additional pages if necessary)

These bond anticipation notes are being issued as commercial paper to provide interim financing for projects contained in the City's Capital Improvement Plan. The City's Debt Management Policy and Procedure, previously submitted to the Office of State and Local Finance, specifically provides that the City may choose to issue tax-exempt or taxable commercial paper as a source of interim construction financing for projects contained in the City's CIP.

18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:

(Use additional pages if necessary)

N/A

19.

Andre D. Walker
Authorized Representative
Deputy Director of Finance
Title
08/07/2012
Date
andre.walker@memphistn.gov
Email

Bruce Rideaux
Preparer
Asst. Vice President
Title
First Southwest Company
Firm
08/07/2012
Date
bruce.rideaux@firstsw.com
Email

20.

Submitted to Governing Body on _____ and presented at its public meeting held on _____

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,
James K. Polk State Office Building, Nashville TN 37243-1402

CITY COUNCIL RESOLUTION

WHEREAS, the Memphis City Council recognizes that revenue and expenses are important in creating a balanced budget and developing an efficient and effective government; and

WHEREAS, the collection of certain fines, fees and assessments is vital to the operation of city government; and

WHEREAS, certain fees have not been increased in many years and do not effectively cover the cost of many operations in city government; and

WHEREAS, the Council deems it necessary to create a Fee & Revenue Evaluation Committee charged with creating and developing policy and legislation to ensure revenue collection efforts are efficient and fees are at an appropriate level.

NOW, THEREFORE BE IT RESOLVED That the Fee & Revenue Evaluation Committee is created and shall be comprised of two Council members, the Chief Financial Officer, the City Treasurer, the director or designee from the following city divisions: Legal, Information Services, Police Services, Fire Services, a representative from the Greater Memphis Chamber and two union representatives.

BE IT FURTHER RESOLVED that the committee shall provide a full report and recommendations to the O&M Budget Committee no later than 120 days after the passing of this resolution.

Adopted: September 18, 2012

Edmund Ford, Jr., Ed.D.
Council Member



Memphis City Council Summary Sheet

Resolution for Mallory-Neely House Roof Replacement Project, CIP
Project Number PK08027:

- This item is a Resolution seeking Council approval to appropriate \$19,900.00 in PK08027, Construction, funded by G.O. Bonds General for the construction of the Mallory-Neely Roof Replacement Project, Change Order #1.
- The initiating party is the Division of Parks and Neighborhoods.
- This Resolution does not change an existing Ordinance or Resolution.
- This Resolution requires a Change Order to an existing contract.
- This Resolution does require an expenditure of funds.

RESOLUTION

WHEREAS, the Council of the City of Memphis did include the *Mallory-Neely/Mageveny* CIP Project Number PK08027 as part of the Fiscal Year 2013 Capitol Improvement Budget; and

WHEREAS, it was determined to be in the best interest of the *Mallory-Neely House Roof Replacement Project* to substitute a traditional slate roof system for a manufactured slate roof system; and

WHEREAS, it is necessary to appropriate \$19,900.00 in Construction in CIP Project Number PK08027 funded by G.O. Bonds General for the *Mallory-Neely House Roof Replacement Project* for the following:

Change Order #1 will add back into the contract items that were credited to the contingency allowance in order to make the substitution, including fluid-applied roofing on the north porch, an allowance for metal roof repair, and additional contingency allowance for those items.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby appropriated the sum of \$19,900.00 in Construction funds in G.O. Bonds chargeable to the FY 2013 Capitol Improvement Budget and credited as follows:

Project Title	Mallory-Neely House
Project Number	PK08027
Amount	\$19,900.00



Memphis City Council Summary Sheet

Resolution for Zoo Major Maintenance, PK09002

- This Resolution seeks approval to appropriate FY13 funding in accordance with the Zoo Major Maintenance Agreement contract between the City of Memphis and the Memphis Zoological Society.
- The initiating party is the Division of Parks and Neighborhoods.
- This Resolution does not change any existing Ordinance or Resolution.
- This Resolution does not require a new or amended contract.
- This Resolution does require an expenditure of \$500,000 in CIP funds.

RESOLUTION

WHEREAS, the Council of the City of Memphis did include Zoo Major Maintenance, CIP Project Number PK09002 as part of the Fiscal Year 2013 Capital Improvement Program; and

WHEREAS, the City of Memphis has entered into a Zoo Maintenance Agreement with the Memphis Zoological Society which provides for the procedures for the use and payment of the current and future Capital Appropriation; and

WHEREAS, it is necessary to appropriate \$500,000.00 funded by G.O. Bonds General, in Construction funds for Zoo Major Maintenance, CIP Project Number PK09002.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Memphis that there be and is hereby appropriated the sum of \$500,000.00, in Construction funds, funded by G.O. Bonds General, chargeable to the Fiscal Year 2013 Capital Improvement Budget; with said appropriations being credited as follows:

Zoo Major Maintenance	\$500,000.00
CIP Project Number: PK09002	G.O. Bonds



Memphis City Council Summary Sheet

Resolution for Overton Park Improvements, PK07111

- This Resolution seeks approval to appropriate FY13 funding in accordance with the Overton Park Management Agreement contract between the City of Memphis and the Overton Park Conservancy.
- The initiating party is the Division of Parks and Neighborhoods.
- This Resolution does not change any existing Ordinance or Resolution.
- This Resolution does not require a new or amended contract.
- This Resolution does require an expenditure of \$129,000 in CIP funds.

RESOLUTION

WHEREAS, the Council of the City of Memphis did include Overton Park Improvements, CIP Project Number PK07111 as part of the Fiscal Year 2013 Capital Improvement Program; and

WHEREAS, the City of Memphis has entered into a Management Agreement with the Overton Park Conservancy which provides for the procedures for the use and payment of the current and future Capital Appropriation; and

WHEREAS, it is necessary to appropriate \$129,000.00 funded by G.O. Bonds General, in Construction funds for Overton Park Improvements, CIP Project Number PK07111.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Memphis that there be and is hereby appropriated the sum of \$129,000.00, in Construction funds, funded by G.O. Bonds General, chargeable to the Fiscal Year 2013 Capital Improvement Budget; with said appropriations being credited as follows:

CIP Project Number: PK07111

Overton Park Improvements

Contract Construction: \$129,000.00

G.O. Bonds General



Memphis City Council Summary Sheet

Resolution for Brooks Museum Major Maintenance, PK08026

- This Resolution seeks approval to appropriate FY13 funding in accordance with the Brooks Management Agreement contract between the City of Memphis and the Brooks Museum of Art.
- The initiating party is the Division of Parks and Neighborhoods.
- This Resolution does not change any existing Ordinance or Resolution.
- This Resolution does not require a new or amended contract.
- This Resolution does require an expenditure of \$448,000 in CIP funds.

RESOLUTION

WHEREAS, the Council of the City of Memphis did include Brooks Museum Major Maintenance, CIP Project Number PK08026 as part of the Fiscal Year 2013 Capital Improvement Program; and

WHEREAS, the City of Memphis has entered into a Management Agreement with the Brooks Museum of Art which provides for the procedures for the use and payment of the current and future Capital Appropriation; and

WHEREAS, it is necessary to appropriate \$48,000 in Architect/Engineering and \$400,000.00 funded by G.O. Bonds General, in Construction funds for Brooks Museum Major Maintenance, CIP Project Number PK08026.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Memphis that there be and is hereby appropriated the sum of \$48,000 in Architect/Engineering and \$400,000.00, in Construction funds, funded by G.O. Bonds General, chargeable to the Fiscal Year 2013 Capital Improvement Budget; with said appropriations being credited as follows:

CIP Project Number: PK08026 - Brooks Museum Major Maintenance

Architect/Engineering: \$48,000.00 Contract Construction: \$400,000.00

G.O. Bonds General



Memphis City Council Summary Sheet

Resolution seeking acceptance of donated funds in the amount of \$100.00 specifically for the Gang Resistance Education and Training (G.R.E.A.T.) Summer Camp Program. The G.R.E.A.T program provides educational activities and cultural activities for participating youth.

- This item is a resolution to accept donated funds from Nu Era Enterprises, Inc; DBA Nu Era Pest Control in the amount of \$100.00 specifically for the G.R.E.A.T. Summer Camp Program.
- The City of Memphis Division of Police Services is the recipient of the award from the Nu Era Pest Control and serves as the fiscal agent for this award.
- This is a new donated award pending Council acceptance.
- A contract will not be required.
- Acceptance will require an amendment to the 2013 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded donated funds in the amount of One Hundred Dollars and No Cents (\$100.00) from Nu Era Enterprises, Inc DBA Nu Era Pest Control; and

WHEREAS, these funds will be used to support the Memphis Police Department G.R.E.A.T. Unit in providing educational and cultural experiences for participating youth; and

WHEREAS, it is necessary to accept the donated funds and amend the Fiscal Year 2013 Operating Budget to establish funds for the G.R.E.A.T. Summer Camp Program; and

WHEREAS, it is necessary to appropriate the One Hundred Dollars and No Cents (\$100.00) for the FY 2013 G.R.E.A.T. Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2013 G.R.E.A.T. Summer Camp Program Award in the amount of One Hundred Dollars and No Cents (\$100.00) 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 G.R.E.A.T. Summer Camp Program in the amount of One Hundred Dollars and No Cents (\$100.00) as follows:

REVENUES

<u>Nu Era Enterprises, Inc DBA Nu Era Pest Control</u>	<u>\$100.00</u>
Total	\$100.00

EXPENDITURES

<u>Miscellaneous Materials & Supplies</u>	<u>\$100.00</u>
Total	\$100.00



Memphis City Council Summary Sheet

Resolution seeking acceptance of donated funds in the amount of \$500.00 specifically for the Gang Resistance Education and Training (G.R.E.A.T.) Summer Camp Program. The G.R.E.A.T program provides educational activities and cultural activities for participating youth.

- This item is a resolution to accept donated funds from Triumph Bank in the amount of \$500.00 specifically for the G.R.E.A.T. Summer Camp Program.
- The City of Memphis Division of Police Services is the recipient of the award from Triumph Bank and serves as the fiscal agent for this award.
- This is a new donated award pending Council acceptance.
- A contract will not be required.
- Acceptance will require an amendment to the 2013 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded donated funds in the amount of Five Hundred Dollars and No Cents (\$500.00) from Triumph Bank; and

WHEREAS, these funds will be used to support the Memphis Police Department G.R.E.A.T. Unit in providing educational and cultural experiences for participating youth; and

WHEREAS, it is necessary to accept the donated funds and amend the Fiscal Year 2013 Operating Budget to establish funds for the G.R.E.A.T. Summer Camp Program; and

WHEREAS, it is necessary to appropriate the Five Hundred Dollars and No Cents (\$500.00) for the FY 2013 G.R.E.A.T. Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2013 G.R.E.A.T. Summer Camp Program Award in the amount of Five Hundred Dollars and No Cents (\$500.00) 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 G.R.E.A.T. Summer Camp Program in the amount of Five Hundred Dollars and No Cents (\$500.00) as follows:

REVENUES

<u>Triumph Bank</u>	<u>\$500.00</u>
Total	\$500.00

EXPENDITURES

<u>Miscellaneous Materials & Supplies</u>	<u>\$500.00</u>
Total	\$500.00



Memphis City Council Summary Sheet

Resolution seeking acceptance of donated funds in the amount of \$1,500.00 specifically for the Gang Resistance Education and Training (G.R.E.A.T.) Summer Camp Program. The G.R.E.A.T program provides educational activities and cultural activities for participating youth.

- This item is a resolution to accept donated funds by The Walmart Foundation in the amount of \$1,500.00 specifically for the G.R.E.A.T. Summer Camp Program.
- The City of Memphis Division of Police Services is the recipient of the award from The Walmart Foundation and serves as the fiscal agent for this award.
- This is a new donated award pending Council acceptance.
- A contract will not be required.
- Acceptance will require an amendment to the 2013 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded donated funds in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) from The Walmart Foundation; and

WHEREAS, these funds will be used to support the Memphis Police Department G.R.E.A.T. Unit in providing educational and cultural experiences for participating youth; and

WHEREAS, it is necessary to accept the donation funds and amend the Fiscal Year 2013 Operating Budget to establish funds for the G.R.E.A.T. Summer Camp Program; and

WHEREAS, it is necessary to appropriate the One Thousand Five Hundred Dollars and No Cents (\$1,500.00) for the FY 2013 G.R.E.A.T. Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2013 G.R.E.A.T. Summer Camp Program Award in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) 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 G.R.E.A.T. Summer Camp Program in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) as follows:

REVENUES

<u>The Walmart Foundation</u>	<u>\$1,500.00</u>
Total	\$1,500.00

EXPENDITURES

<u>Miscellaneous Materials & Supplies</u>	<u>\$1,500.00</u>
Total	\$1,500.00



Memphis City Council Summary Sheet

Resolution seeking acceptance of donated funds in the amount of \$100.00 specifically for the Gang Resistance Education and Training (G.R.E.A.T.) Summer Camp Program. The G.R.E.A.T program provides educational activities and cultural activities for participating youth.

- This item is a resolution to accept donated funds from WolfChase Honda in the amount of \$100.00 specifically for the G.R.E.A.T. Summer Camp Program.
- The City of Memphis Division of Police Services is the recipient of the award from WolfChase Honda and serves as the fiscal agent for this award.
- This is a new donated award pending Council acceptance.
- A contract will not be required.
- Acceptance will require an amendment to the 2013 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded donated funds in the amount of One Hundred Dollars and No Cents (\$100.00) from WolfChase Honda; and

WHEREAS, these funds will be used to support the Memphis Police Department G.R.E.A.T. Unit in providing educational and cultural experiences for participating youth; and

WHEREAS, it is necessary to accept the donated funds and amend the Fiscal Year 2013 Operating Budget to establish funds for the G.R.E.A.T. Summer Camp Program; and

WHEREAS, it is necessary to appropriate the One Hundred Dollars and No Cents (\$100.00) for the FY 2013 G.R.E.A.T. Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2013 G.R.E.A.T. Summer Camp Program Award in the amount of One Hundred Dollars and No Cents (\$100.00) 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 G.R.E.A.T. Summer Camp Program in the amount of One Hundred Dollars and No Cents (\$100.00) as follows:

REVENUES

<u>WolfChase Honda</u>	<u>\$100.00</u>
Total	\$100.00

EXPENDITURES

<u>Miscellaneous Materials & Supplies</u>	<u>\$100.00</u>
Total	\$100.00



Memphis City Council Summary Sheet

Resolution seeking acceptance of donated funds in the amount of \$200.00 specifically for the Gang Resistance Education and Training (G.R.E.A.T.) Summer Camp Program. The G.R.E.A.T program provides educational activities and cultural activities for participating youth.

- This item is a resolution to accept donated funds from Brinson Tax Service LLC in the amount of \$200.00 specifically for the G.R.E.A.T. Summer Camp Program.
- The City of Memphis Division of Police Services is the recipient of the award from Brinson Tax Service LLC and serves as the fiscal agent for this award.
- This is a new donated award pending Council acceptance.
- A contract will not be required.
- Acceptance will require an amendment to the 2013 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded donated funds in the amount of Two Hundred Dollars and No Cents (\$200.00) from Brinson Tax Service LLC; and

WHEREAS, these funds will be used to support the Memphis Police Department G.R.E.A.T. Unit in providing educational and cultural experiences for participating youth; and

WHEREAS, it is necessary to accept the donated funds and amend the Fiscal Year 2013 Operating Budget to establish funds for the G.R.E.A.T. Summer Camp Program; and

WHEREAS, it is necessary to appropriate the Two Hundred Dollars and No Cents (\$200.00) for the FY 2013 G.R.E.A.T. Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2013 G.R.E.A.T. Summer Camp Program Award in the amount of Two Hundred Dollars and No Cents (\$200.00) 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 G.R.E.A.T. Summer Camp Program in the amount of Two Hundred Dollars and No Cents (\$200.00) as follows:

REVENUES

<u>Brinson Tax Service LLC</u>	<u>\$200.00</u>
Total	\$200.00

EXPENDITURES

<u>Miscellaneous Materials & Supplies</u>	<u>\$200.00</u>
Total	\$200.00

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 7 – ALCOHOLIC BEVERAGES, CHAPTER 7-8. – BEER AND LIGHT ALCOHOLIC BEVERAGES, ARTICLE 2. – LICENSE TO STORE, SELL, DISTRIBUTE OR MANUFACTURE, OF THE CODE OF ORDINANCES, CITY OF MEMPHIS SO AS TO ALLOW OFF-PREMISE LICENSE HOLDERS TO CONDUCT BEER TASTINGS FOR SALES, PROMOTIONAL, AND EDUCATIONAL PURPOSES

WHEREAS, the City of Memphis strives to be a city of choice in which to live and operate a business; the City attempts to implement laws and policies that encourage commerce and allow businesses the flexibility to provide excellent goods and services to their customers without impediment; and

WHEREAS, craft, locally manufactured, and specialty beers have become extremely popular and sales of these products take over a larger share of the market each year; holders of licenses to sell beer for off-premise consumption would like to be able to conduct product tastings in their stores, providing free, small samples of products sold to customers for promotional and educational purposes, which is not permitted under the current Code of Ordinances; and

WHEREAS, the Tennessee Code Annotated was recently amended to allow retail wine and liquor licensees to offer complimentary samples of the products it sells for tastings to be held on the premises; and

WHEREAS, Memphis retailers selling beer for off-premise consumption should enjoy the same privilege, to conduct product tastings on-premise, as Tennessee wine and liquor retail licensees.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That the current Title 7 – Alcoholic Beverages, Chapter 7-8. – Beer And Light Alcoholic Beverages, Article 2. – License to Store, Sell, Distribute or Manufacture, Sec. 7-8-7. - Application—Generally, F. of the Code of Ordinances, City of Memphis, is hereby amended to read as follows:

Sec. 7-8-7. - Application—Generally.

F. That, if the application is for a license to sell, not for consumption on the premises, that no sales will be made for consumption on the premises, no consumption will be allowed on the premises or on the sidewalks, streets or property within the immediate premises (building and parking lot) of any off-premises location selling beer, and that no such beverages will be kept for sale in such premises except in the original packages or containers; *except that an off-premise licensee may offer complimentary samples of the products it sells for tastings to be held on the premises of the off-premise licensee. Such tastings shall be for sales, education and promotional purposes.*

SECTION 2. BE IT FURTHER ORDAINED, that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this ordinance shall take effect on the later of after it is passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller and become effective as otherwise provided by law.

SHEA FLINN
Council Member

BILL MORRISON
Council Chairman

Attest:

Patrice Thomas, Comptroller



Memphis City Council Summary Sheet

Resolution for LINC/2-1-1 Database Manager Project, Grant Project Number PS90047

- This item is a resolution to accept and appropriate funding to fund LINC/2-1-1 Database Manager.
- The initiating party is the Division of Parks and Neighborhoods.
- This Resolution does not change an existing Ordinance or Resolution.
- This resolution does not require a new contract or amend an existing contract.
- Yes, it does require an expenditure of funds.

RESOLUTION

WHEREAS, the City of Memphis, Division of Parks and Neighborhoods, Memphis Public Library and Information Center has received grant funds in the amount of Fifty Two Thousand, Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) from The Foundation for the Memphis & Shelby County Library through funding provided by the United Way; and

WHEREAS, these funds will be used to fund all expenses related to a Database Manager for LINC/2-1-1; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Fifty Two Thousand, Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) for full-time salaries related to the Database Manager position in LINC/2-1-1; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that \$52,530.00 for LINC 2-1-1 Services 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 LINC 2-1-1 Services amount of Fifty Two Thousand Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) as follows:

Revenue

Foundation for the Library	\$ 52,530.00
----------------------------	--------------

Expense

Full-Time Salaries	\$ 52,530.00
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Memphis City Council Summary Sheet Instructions

Please provide a brief summary of the item, in bullet form, not to exceed one page:

- This resolution is to accept and appropriate funding from NEH for a public program at Memphis Public Library and Information called America's Music.
- Memphis Public Library and Information Center
- State whether this is a change to an existing ordinance or resolution, if applicable. N/A
- This requires a new contract with NEH.
- This program requires a FY13 budget amendment.

RESOLUTION

WHEREAS, the City of Memphis, Division of Parks and Neighborhoods, Memphis Public Library and Information Center has received grant funds in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500) from the National Endowment for the Humanities; and

WHEREAS, these funds will be used to fund all expenses related to a public program for Memphis Public Library called America's Music; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Two Thousand Five Hundred Dollars for a scholar to facilitate a program and provide training for the project manager; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that \$2,500 for America's Music Program 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 America's Music amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500) as follows:

Revenue

National Endowment for the Humanities	\$ 2,500.00
---------------------------------------	-------------

Expense

Program scholar and training for project manager	\$ 2,500.00
--	-------------

CITY COUNCIL RESOLUTION

WHEREAS, some Memphians face many social and economic issues that prevent them from being productive citizens; and

WHEREAS, the City of Memphis has an economic development plan that includes the needs of businesses but could be enhanced with the inclusion of opportunities that address helping individuals; and

WHEREAS, various cities across the country have created Community Resource Centers that address specific needs in neighborhoods to assist citizens in becoming productive members of society; and

WHEREAS, the Memphis City Council recognizes that in order for economic development to be successful there has to be a focused plan of action addressing the needs of the citizens; and

WHEREAS, the Memphis City Council deems it necessary to create a Neighborhood Assessment Committee to evaluate the need for Community Resource Centers and develop a plan of action to implement such centers.

NOW, THEREFORE BE IT RESOLVED That the Neighborhood Assessment Committee is created and the members shall be comprised of the following: one Council member, the Parks & Neighborhood Director, the Multi-cultural and Religious Affairs Administrator, a representative from the Greater Memphis Chamber, the Police Director, the Workforce Investment Network Director and three at-large members from the non-profit sector.

BE IT FURTHER RESOLVED that the committee shall provide a full report and recommendations to the Public Services & Neighborhood Committee no later than 120 days after the passage of this resolution.

Adopted: September 18, 2012

Wanda M. Halbert
Council Member



Memphis City Council Summary Sheet

1. Item is a Resolution authorizing the Division of Housing and Community Development to award \$365,597.00 in funding to designated 501 (c)3 organizations for the purpose of community development, community initiatives, and business/economic development activities.
2. The initiating party is the Division of Housing and Community Development (Service Centers 210301- Economic Development and 210401-Community Initiatives).
3. Resolution will not change an existing ordinance or resolution.
4. Resolution will require new contracts for the organization being awarded funds.
5. Resolution will require expenditure of funds.

Resolution

WHEREAS, the Division of Housing and Community Development continues in its efforts to assist non-profit organizations in community and economic development within the City of Memphis; and

WHEREAS, the City of Memphis Division of Housing and Community Development has included funding in the approved FY2013 General Fund Operating Budget in the amount of Three Hundred Sixty Five Thousand Five Hundred Ninety Seven Dollars and 00/100 ("365,597.00")

WHEREAS, the City of Memphis Division of Housing and Community Development desires to utilize these funds to promote community development, community initiatives, and business/ economic development activities; and

WHEREAS, such activities will take place throughout the city and be utilized by designated 501(c) 3 organizations.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the following 501(c) 3 organizations will utilize funding in the FY2013 General Fund Operating budget for the purpose of community development, community initiatives, business/ economic development activities:

GENERAL FUNDS OPERATING BUDGET ORGANIZATIONS	PROPOSED AWARDS AMOUNT
Memphis Area Minority Contractors Association	\$18,000
Memphis Black Arts Alliance, Inc.	\$15,000
United Housing, Inc.	\$10,000
LeMoyné-Owen College CDC	\$15,000
Southwest TN Community College	\$100,000
YWCA of Greater Memphis	\$15,000
Bridges USA, Inc	\$15,000
Girl Scouts Heart of the South	\$15,000
Memphis Area Legal Services	\$15,000
Memphis Urban League, Inc.	\$15,000
Memphis State Swimming	\$15,000
Women's Foundation For a Greater Memphis	\$15,000
Hyde Park Community Development	\$10,000
Landmark Training Development	\$10,000
Blues City Cultural Center, Inc.	\$10,000
Meritan, Inc.	\$10,000
Mid-South Peace and Justice Center	\$10,000
Rise Foundation, Inc	\$10,000
CASA of Memphis & Shelby Co., Inc.	\$6,087
Africa in April Cultural Awareness Festival, Inc.	\$6,085
Agape Child & Family Services, Inc.	\$6,085
Frayser CDC	\$6,085
Memphis Housing Resource Center	\$6,085
Johnc Early Family Life Center	\$6,085
Knowledge Quest	\$6,085
TOTAL GENERAL OPERATING BUDGET	\$365,597

BE IT FURTHER RESOLVED that the funding for these activities will be revenues in the amount of Three Hundred Sixty Five Thousand Five Hundred Ninety Seven Dollars and 00/100 ("365,597.00") from FY2013 General Funds Operating Budget, with each organization receiving their funding contingent upon the completion of the municipal grant application guidelines set by the State of Tennessee.



Memphis City Council Summary Sheet

1. Item is a Resolution to amend the FY2013 Operating Budget by allocating and appropriating the second allocation of the Emergency Shelter Grant (ESG) from the US Department of Housing and Urban Development (HUD) to the FY2013 Operating Budget for Housing and Community Development.
2. The initiating party is the Division of Housing and Community Development (Special Needs Department – Project: CD90059-ESG).
3. Resolution is not a change an existing ordinance or resolution.
4. Resolution will require a new contract.
5. Resolution will require expenditure of funds and a budget amendment.

**RESOLUTION TO RECEIVE
AND APPROPRIATE FY 2012 SECOND ALLOCATION EMERGENCY SHELTER GRANT
FEDERAL ENTITLEMENT FUND TO THE FY 2013
HOUSING AND COMMUNITY DEVELOPMENT BUDGET**

WHEREAS, the purpose of the City of Memphis' Consolidated Plan for Housing and Community Development is to foster the development of viable urban neighborhoods which include decent housing for everyone, a suitable living environment, and expanded economic opportunities, especially for low and moderate income citizens; and

WHEREAS, in accordance with the Consolidated Plan, in November 2011, the U.S Department of Housing and Urban Development (HUD) announced an second allocation of Emergency Shelter Grant (ESG) funding to the City of Memphis totaling ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED THIRTY-TWO DOLLARS AND 00/100 (\$199,832.00); and

WHEREAS, HUD required the submission of a substantial amendment to the Consolidated Plan/FY 2012 Annual Action Plan that described proposed uses, the process for awarding grant funds and other requirements and subsequently approved the amendment in June 2012; and

WHEREAS, specific projects and activities within the Consolidated Plan/FY 2012 Annual Action Plan address the needs of low and moderate income persons through goals, objectives, priorities, and strategies for assistance for the homeless and special needs populations; and

WHEREAS, the second allocation of FY 2012 Emergency Shelter Grant (ESG) funds is authorized under the Stewart B. McKinney Assistance Act of 1987 as follows and is to be received in FY 2013:

AWARD 12569 Emergency Shelter Grant Second Allocation
\$199,832.00

and,

WHEREAS, the CDBG entitlement, estimated program income, the HOME, ESG, and HOPWA entitlement grants must be appropriated in the FY 2013 Operating Budget for HCD.

NOW, THEREFORE, BE IT RESOLVED that the FY 2013 Operating Budget be and is hereby amended to allocate and appropriate the sum of ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED THIRTY-TWO DOLLARS AND 00/100 (\$199,832.00) funded by federal resources for FY 2013, including Emergency Shelter Grant (ESG) funds chargeable to the FY 2013 Operating Budget and credited as follows:

REVENUES

US Department of Housing and Urban Development (HUD) Emergency Shelter Grant (ESG)	\$199,832.00
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EXPENDITURE

CD90059-ESG ESG FY13 Allocation 2	\$199,832.00
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THEREFORE, BE IT FURTHER RESOLVED that the Mayor and the Director of HCD are authorized to prepare and execute the necessary documents in connection with the proposed FY 2013 Consolidated Plan Annual Action Plan to apply for and accept funding which the City is entitled to receive from HUD.