

**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**

WHEREAS, the Memphis City Council recognizes the amount of man hours dedicated by the Memphis Police Department for investigating crimes is significantly impacted by the number of false alarms received daily; and

WHEREAS, the current ordinance is excessively lenient in false alarm allowances and fines compared to that of cities of comparable size and demographics; and

WHEREAS, the Memphis City Council deems it appropriate to amend this ordinance to ensure the health, safety and welfare of the citizens of Memphis are protected by the Memphis Police Department.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 28, Article VI, Division 3, Section 28-130 (b) is hereby amended to delete the current language and insert the following

Sec.28 -130. False alarms fines; dispatch records; appeals.

- (b) An alarm user shall be subject to fines, warnings, and suspensions or revocation of permit after the sixth false alarm dispatch within a twelve-month period based upon the following schedules:

Number of False Alarm Dispatches	Action Taken	Fines
1	On-site written notice and warning letter #1.	No Fine
2	On-site written notice and warning letter #2.	No Fine
3	On-site written notice, certified letter to user requiring alarm inspection from metro alarm review board, certified inspection letter from alarm company to board and mandatory fine and administrative fee.	\$25.00
4	On-site written notice, certified letter to user requiring alarm inspection from metro alarm review board, certified inspection letter from alarm company to board and mandatory fine and administrative fee.	\$25.00
5	On-site written notice, certified letter to user requiring alarm inspection from metro alarm review board, certified inspection letter from alarm company to board and mandatory fine and administrative fee.	\$25.00
6	On-site written notice, required board hearing, mandatory fine and administrative fee and suspension of permit which may be waived if user attends alarm users training class.	\$25.00
7 or more	On-site written notice, mandatory fine and administrative fee, and suspension of permit.	\$25.00

1. Failure to comply with the above conditions will result in alarm operator being summoned into city court, or a court of competent jurisdiction, by issuance of a mandatory court summons issued by authorized officers. In accordance with City Code section 1-8, Fine and Penalties, violators are subject to a fine of up to fifty dollars (\$50.00), for each separate violation, with each day constituting a separate offense.

2. Any owner, user or operator of any alarm system, as defined in § 28-126, except an alarm system owned and operated by any governmental entity or subdivision, found to have violated this section three times or more in any twelve-month period shall also be liable for civil damages to the city for the actual cost of any response by law enforcement or emergency personnel, and for the actual cost to the city for any interruption of public

services or closure of public facilities reasonably necessitated by response to such false alarm, in an amount up to the maximum allowed by state law.

SECTION 2. BE IT FURTHER ORDAINED that Chapter 28, Article VI, Division 3, Section 28-130 (c) is hereby amended to delete the current language and insert the following

- (c) Any person operating a non-permitted alarm system (whether revoked or suspended) will be subject to a citation and a false alarm penalty (as defined in section 28-137) in addition to any other fines. Persons operating an alarm system that was never permitted shall receive a citation and will have ten (10) business days after such violation to apply for a permit. The Metro Alarm Office shall send a certified letter to users that have not applied within the ten (10) days notifying alarm user that a false alarm fine and civil damages will be levied if permit is not complete a total of thirty (30) days after the original violation.

SECTION 3. BE IT FURTHER ORDAINED that Chapter 28, Article VI, Division 3, Section 28-130 (d) is hereby deleted and sections following shall be renumbered accordingly.

SECTION 4. BE IT FURTHER ORDAINED, that 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. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that 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.

KEMP CONRAD
Council Member

HAROLD COLLINS
Council Chairman

Attest:
Patrice Thomas, Comptroller

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CHAPTER 9, SO AS TO ESTABLISH NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION.

WHEREAS, the population of the City of Memphis consists of people of every race, color, religion, sex, national origin, and sexual orientation; and

WHEREAS, it is in the interests of all citizens of Memphis to eradicate discrimination in all of its forms; and

WHEREAS, it is the intent of the Memphis City Council to enact an ordinance which promotes rights of all individuals; and

WHEREAS, it is important to ensure that City of Memphis government employees and citizens of Memphis are not discriminated against based on Sexual Orientation or Gender Identity or Expression; and

WHEREAS, it is the intent of the Memphis City Council to continue to recognize uniformly held policies and practices governing dress code and grooming requirements if such requirements are based on legitimate safety concerns and uniformly held exceptions to discrimination laws; and

WHEREAS, it is not the intent of the Memphis City Council to create any protected classes or to have this ordinance interpreted by any commission, court, or other body as elevating any one group into a protected class; and

WHEREAS, Based on the foregoing, Chapter 9 of the Code of Ordinances, Section 9-5 shall be amended to prohibit discrimination based on Sexual Orientation or Gender Identity or Expression.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,

SECTION 1. That Chapter 9 of the Code of Ordinances, Section 9-5 be and hereby is amended to read as follows:

9-5. No discrimination in city employment.

There shall be no discrimination in the city employment of personnel because of religion, race, sex, creed, political affiliation, sexual orientation, gender identity or expressions or other nonmerit factors, nor shall there be any discrimination in the promotion or demotion of city employees because of religion, race, sex, creed, political affiliation, sexual orientation or gender identity or expression or other nonmerit factors.

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

BE IT FURTHER ORDAINED, That this ordinance shall take effect pursuant to the City of Memphis County Charter and become effective as provided by law.

Janis Fullilove, Councilwoman
Memphis City Council

Harold B. Collins, Chair
Memphis City Council

ATTEST:

Patrice Thomas
Comptroller

RESOLUTION

WHEREAS, on April 13, 2009, the Board of Commissioners of Shelby County, Tennessee, approved a Resolution authorizing the Shelby County Mayor to contract with the City of Memphis to sell Shelby County's interest in the Pyramid for \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**); and

WHEREAS, on May 5, 2009, the Council of the City of Memphis, Tennessee, approved a Resolution authorizing the Memphis City Administration to initiate contract negotiations with Shelby County Government to purchase Shelby County's interest in the Pyramid for \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**); and

WHEREAS, in accordance with the Resolutions approved and ratified by the County and City, respectively, the City of Memphis appropriated and allocated the sum of \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**) in its 2010 Capital Improvements Program (CIP) budget (Project Number CD01080) for the transfer of the County's interest in the Pyramid to the City of Memphis; and

WHEREAS, the City of Memphis, by and through its Division of Housing and Community Development (HCD) has identified \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**) in Community Development Block Grant Funds (CDBG) which it desires to utilize for the transfer, in-lieu of the CIP funds currently allocated to the transfer; and

WHEREAS, HCD also desires to utilize the aforementioned \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**) in CIP funds for various eligible activities in conjunction with the redevelopment of the Fairgrounds site; and

WHEREAS, it is the position of the City of Memphis that the appropriation and utilization of the CIP funds will serve as the catalyst for this critical community development project; and

WHEREAS, it is necessary to amend the FY2010 Capital Improvement Budget by transferring an allocation of \$3,200,000 funded by G.O.-Bonds General from Pyramid Acquisition CIP Project Number CD01080 to the Fairgrounds Redevelopment Project Number CD01081 to establish the Fairgrounds Redevelopment budget line in the amount of \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**); and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the allocation in the amount of \$ 3,200,000, CIP Project Number CD01080 Pyramid Acquisition, Land Acquisition is hereby moved to CIP Project Number CD01081 Fairgrounds Redevelopment, Construction; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, that the Fiscal Year 2010 CIP Budget be and is hereby amended by establishing the Fairgrounds Redevelopment budget line in the amount of \$3,200,000 (**Three Million Two Hundred Thousand Dollars & 00/100**) and re-allocating the CIP funds for Project Number CD01080 to the aforementioned Fairgrounds Redevelopment Project Number CD01081 and credited as follows:

Project Title:	Fairgrounds Redevelopment
Project Number:	CD01081
Contract Construction:	\$3,200,000.00

RESOLUTION

WHEREAS, in partnership with the City of Memphis, the Memphis Housing Authority and its competitively selected development partners, McCormack Baron Salazar(MBS) and Community Capital, Inc. (CC) are continuing with the City's mission to develop quality affordable housing for low and moderate income families, as part of the Dixie Homes HOPE VI Redevelopment Project; and

WHEREAS, the Dixie Homes site has been renamed and as the HOPE VI Project will be developed in multiple phases under two main components: Legends Park, a 374 on-site rental housing community on the former Dixie Homes Public Housing Development site; and McKinley Park, an off-site 30 unit affordable homeownership community developed on an 8.6 vacant parcel formerly part of the Cleaborn Homes Public Housing Development; and

WHEREAS, planned redevelopment activities will consist of the development of 404 family rental apartments and for-sale affordable homes; development of retail/residential use buildings; installation of public improvements; and related activities to support the successful development of these components; and

WHEREAS, significant progress has been made toward implementation of Legends Park/McKinley Park activities, and as the Authority and MBS/CC are preparing for execution of evidentiary documents for the second phase of development activity; and

WHEREAS, in accordance with the HOPE VI Revitalization Plan, the second phase of development is ready to commence for the on-site rental component consisting of the construction of the first 134 mixed income rental units, and as funds are necessary to begin on-site construction, infrastructure improvements, site preparation/grading engineering design work and related activities; offsite land acquisition; and

WHEREAS, the MHA (Dixie Homes Initiative, Project Number CD01033) was allocated \$9,700,000 from the FY 2007, 2008, and 2009 Capital Improvement Budgets and those funds have been encumbered to fund the aforementioned activities in the targeted area; and

WHEREAS, the Memphis City Council has also approved the FY 2010 Capital Improvement Budget which included an allocation of \$2,500,000 for the MHA Dixie Homes Initiative, Project Number CD01033 to provide additional funding for the aforementioned activities in the targeted area.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$2,500,000 funded by G.O. Bonds-General chargeable to the FY 2010 Capital Improvement Budget and credited as follows:

Project Title:	MHA-Legends Park (Dixie Homes)
Project Number:	CD01033
Contract Construction:	\$2,500,000

**RESOLUTION TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR
THE CDBG RECOVERY (CDBG-R) PROGRAM**

WHEREAS, the U.S. Congress enacted the American Recovery and Reinvestment Act 2009 (ARRA 2009) to help persons affected by the current economic crisis; and

WHEREAS, the City of Memphis was allocated Two Million One Hundred Seventy-seven Thousand Three Hundred Two Dollars (**\$2,177,302.00**) for the "CDBG Recovery (**CDBG-R**) Program" under Title XII of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Division of Housing and Community Development (HCD), on behalf of the City of Memphis, was required to submit a substantial amendment to its Consolidated Plan FY 2009 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) for approval; and

WHEREAS, the Division of Housing and Community Development (HCD) proposed three eligible activities that qualify for CDBG-R funding: 1) the demolition of the vacant and deteriorated old Manassas High school; 2) the demolition of the former Libertyland amusement park/Fairgrounds Redevelopment Project; and 3) the rehabilitation of a obsolete and dilapidated commercial laundromat facility into a modern Laundromat and neighborhood resource center; and

WHEREAS, HUD has awarded the City of Memphis Two Million One Hundred Seventy-seven Thousand Three Hundred Two Dollars (**\$2,177,302.00**) in CDBG-R funds for three proposed activities commencing on the date of HUD's execution of the grant agreement through September 12, 2012. HCD estimates that the Manassas High School Demolition Project will create 15 temporary demolition related jobs, 50 construction jobs, and 150 full-time or part-time jobs related to the proposed Downtown Police Precinct relocation. The Fairgrounds Redevelopment/Libertyland Demolition Project is estimated to create 20 temporary demolition related jobs, 1000 construction jobs, and 500 full-time jobs related to the completed development of the Fairgrounds Project. The South Memphis Alliance Laundromat and Resource Center Rehabilitation Project is estimated to create 30 construction jobs and 5 full-time jobs toward the operation and management of the neighborhood business; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the CDBG Recovery (**CDBG-R**) grant in the amount of Two Million One Hundred Seventy-seven Thousand Three Hundred Two Dollars (**\$2,177,302.00**) be accepted by the City of Memphis; and

BE IT FURTHER RESOLVED that the Fiscal Year 2010 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures for the CDBG Recovery (**CDBG-R**) grant in the amount of Two Million One Hundred Seventy-seven Thousand Three Hundred Two Dollars (**\$2,177,302.00**) as follows:

Revenue	
<u>HUD CDBG Recovery (CDBG-R) Grant</u>	<u>\$2,177,302.00</u>
Total	\$2,177,302.00
Expense	
<u>Payment to Subgrantees (CD90014)</u>	<u>\$2,177,302.00</u>
Total	\$2,177,302.00

;and

BE IT FURTHER RESOLVED that the Mayor and the Director of HCD are authorized to execute the necessary documents in connection with the acceptance of the CDBG-R grant funding which has been allocated to the City of Memphis from HUD.

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 FY2010 General Fund Operating Budget in the amount of, and Five Hundred Eighty Eight Thousand Four Hundred Ninety Nine Dollars and 00/100 (“\$588,499.00”)

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 FY2010 General Fund Operating Budget for the purpose of community development, community initiatives, business/economic development activities:

GENERAL FUNDS OPERATING BUDGET ORGANIZATION	PROPOSED AWARDS AMOUNT
Neighborhood Christian Centers, Inc.	\$35,211
The Works, Inc.	\$10,000
Frayser Community Development Corp.	\$40,000
Kids In Technology, Inc.	\$60,000
South Memphis Alliance	\$25,000
Blues City Cultural Center, Inc.	\$50,000
Memphis Black Arts Alliance, Inc.	\$25,000
Cocaine & Alcohol Awareness Program, Inc.	\$50,000
New Chicago Community Dev. Center	\$50,000
Memphis Area Legal Services, Inc.	\$20,000
Africa In April	\$20,000
Southeast Memphis Community Development Corporation	\$20,000
Southwest Tennessee Community College Foundation	\$100,000
Memphis Area Minority Contractors Association	\$15,000
Community Development Council	\$25,000
Lemoyne-Owen College CDC	\$15,000
Meritan, Inc.	\$10,000
Klondike Smokey City CDC	\$6,096
Memphis Urban League	\$6,096
Mid-South Minority Business Council	\$6,096
TOTAL GENERAL OPERATING BUDGET	\$588,499

BE IT FURTHER RESOLVED that the funding for these activities will be revenues in the amount of Five Hundred Eighty Eight Thousand Four Hundred Ninety Nine Dollars and 00/100 (“\$588,499.00”) from FY 2010 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.

**RESOLUTION TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR
THE HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)**

WHEREAS, the U.S. Congress enacted the American Recovery and Reinvestment Act 2009 (ARRA 2009) to help persons affected by the current economic crisis; and

WHEREAS, the City of Memphis was allocated Three Million Three Hundred Twenty-nine Thousand Six Hundred Eighty-five Dollars (**\$3,329,685.00**) for the "Homelessness Prevention and Rapid Re-Housing Program" (HPRP) under Title XII of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Division of Housing and Community Development (HCD), on behalf of the City of Memphis, was required to submit a substantial amendment to its Consolidated Plan FY 2009 Annual Action Plan to the U.S. Department of Housing and Urban Development for approval; and

WHEREAS, the Division of Housing and Community Development (HCD) proposed the design and implementation of a homelessness and rapid re-housing program that would focus on individuals and families who would be homeless but for the assistance provided by this program; and

WHEREAS, the City of Memphis has been awarded by HUD Three Million Three Hundred Twenty-nine Thousand Six Hundred Eighty-five Dollars (**\$3,329,685.00**) in HPRP funds for the implementation of program activities commencing on the date of HUD's execution of the grant agreement through a period not to exceed three years. HCD projects that the funding will assist at least 1,300 program eligible households whose incomes are 50% or less than the area median income (adjusted to household size); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant in the amount of Three Million Three Hundred Twenty-nine Thousand Six Hundred Eighty-five Dollars (**\$3,329,685.00**) be accepted by the City of Memphis; and

BE IT FURTHER RESOLVED that the Fiscal Year 2010 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant in the amount of Three Million Three Hundred Twenty-nine Thousand Six Hundred Eighty-five Dollars (**\$3,329,685.00**) as follows:

Revenue	
<u>HUD Homelessness Prevention and Rapid Re-Housing Program (HPRP) Grant</u>	<u>\$3,329,685.00</u>
Total	\$3,329,685.00
Expense	
<u>Payment to Subgrantees (CD90021)</u>	<u>\$3,329,685.00</u>
Total	\$3,329,685.00

;and

BE IT FURTHER RESOLVED that the Mayor and the Director of HCD are authorized to execute the necessary documents in connection with the acceptance of the HPRP grant funding which has been allocated to the City of Memphis from HUD.

LEASE AGREEMENT BETWEEN THE CITY OF MEMPHIS, DIVISION OF
PARK SERVICES AND MEMPHIS ATHLETIC MINISTRIES

THIS LEASE AGREEMENT is dated as of this ____ day of _____, 2009, by and between the City of Memphis, through its Division of Park Services ("City") and Memphis Athletic Ministries ("MAM").

RECITALS:

WHEREAS, the City of Memphis owns and operates twenty-eight (28) community centers through its Division of Park Services; and

WHEREAS, these facilities provide a vital purpose within the communities they serve by providing recreational and social opportunities for youth, adults, and seniors; and

WHEREAS, the City verified through an Independent Efficiency Study (hereafter "Efficiency Study") that it operated an excessive number of community centers in certain geographic areas and for purposes of efficiency, should consider closing or disposing of certain surplus centers; and

WHEREAS, based upon the results of such Efficiency Study, City recently issued a Request for Proposals ("RFP") to identify interested parties to operate four community centers identified in the Efficiency Study as Greenlaw, Simon/Boyd-Magnolia, Bethel LaBelle and Hamilton Community Centers (hereafter "Community Centers"); and

WHEREAS, in response to such RFP, MAM was selected based upon its experience in providing organized sports, mentoring, and management of neighborhood youth centers to serve as the operator and lessee of these Community Centers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to set forth herein the terms and conditions which shall govern MAM's operation and lease of the Community Centers and hereby agree as follows:

SECTION 1 - TERM

1.01. Lease. City hereby agrees to lease to MAM the following community centers for the amount of \$1.00 for the sole purpose of operating such Community Centers

in accordance with the terms and conditions set forth herein:

Greenlaw, 190 Mill Avenue
Simon/Boyd-Magnolia, 2130 Wabash Street
Bethel LaBelle, 2698 Larose Avenue
Hamilton, 1363 East Person Avenue

- 1.02. Initial Term and Renewal Period. The initial term (“Initial Term”) of this Agreement shall be for a period of two (2) years which shall commence upon November 1, 2009. At the end of the Initial Term, this Agreement shall be renewed in writing based upon the mutual approval of the parties and upon such terms to be determined by the parties for two (2) consecutive four (4) year periods.
- 1.03. Termination. This Agreement may be terminated with or without cause by either party by providing written notice within one hundred and twenty (120) days of such termination or within thirty (30) days for failure to maintain insurance in accordance with Section 5.01. Notwithstanding the foregoing, the parties agree to engage in discussions prior to the tender of such formal written notice in an effort to reasonably determine if the parties can avoid termination.
- 1.04. Contract Commencement Transition Period. The parties agree that MAM will take possession on November 1, 2009, unless approved by City to take possession earlier, and will have up to four (4) months to fully staff and operate all four (4) community centers identified in this Agreement. The City will coordinate as needed with MAM to ensure successful staff and operation transition. City also agrees to work vigorously to resolve any outstanding general maintenance items prior to such transition.

SECTION 2 - OPERATIONS

- 2.01. Services. In an effort to accommodate and provide activities and services consistent with the mission and vision of the City and the mission of MAM, MAM agrees to use its best efforts to provide or make available through third parties approved by City the following five core services as described within the RFP, attached hereto as Exhibit 1 and incorporated herein by reference, at each of the Community Centers:

- I) Health, Fitness and Wellness Services and Programs
- II) Educational Development and Training Services
- III) Cultural Arts Programming

- IV) Dance and Musical Expression
- V) Character Building and Social Development

- 2.02. Facility Rentals. MAM will be responsible for the full and entire operations of each Community Center, which shall include without limitation, all facility rentals. MAM will collect and retain all revenues generated by such rentals. City acknowledges that all facility rentals authorized by MAM shall be based on availability.
- 2.03. Program Monitoring. In an effort to ensure MAM's continued maintenance of programs within the scope of Section 2.01, MAM shall provide City an annual report reflecting the number of participants for each program activity as well as the level of services provided at each center.
- 2.04. Access. MAM agrees that each facility shall be open to the public and that no person shall be denied entry into any Community Center except on the basis of improper behavior, failure to adhere to rules, safety, engaging in illegal activities, or failure to satisfy program participation requirements.

SECTION 3- MAINTENANCE

- 3.01. Maintenance. MAM shall be responsible for the operation of the Community Centers which shall include, without limitation, providing and paying for the following services:
 - a. Program Services;
 - b. Telephone Services;
 - c. Trash Removal
 - d. Pest Control and Termite Services;
 - e. General Housekeeping;
 - f. Facility Cleaning;
 - g. Electronic Fire Protection and Security System;
 - h. Routine Preventive Maintenance and Repairs;
 - i. All operating materials and supply costs;
- 3.02. Routine Preventive Maintenance and Repairs. City represents as of November 1, 2009, all HVAC, plumbing, roofing and electrical systems shall be in good condition. Thereafter, MAM shall be responsible for Routine Preventive Maintenance and Repairs which shall include, but not be limited to, general incidental repairs, carpentry, replacement of HVAC filters and belts, minor roofing repairs and plumbing, provided that such repairs do not exceed \$2500 per event. Any such repairs in excess of \$2500 shall be the obligation of the City.

- 3.03. Non-Routine Capital Maintenance. City shall be responsible for all non-routine capital maintenance repairs which shall include, the repair or replacement of the roof, boilers, chillers, major fixtures (i.e. toilets, sinks, floors, walls, etc.), HVAC system. In addition to the foregoing, City shall make any and all repairs necessary to ensure that all community center equipment and fixtures shall be in good operating condition prior to the commencement of the initial term.
- 3.04. Grounds Maintenance. Grounds Maintenance shall be provided by the City at Hamilton and Greenlaw and will include any cutting, trimming, pruning, planting or removal of debris necessary to maintain the two facilities.
- 3.05. Repairs by City. Upon thirty (30) days written notice to MAM, City reserves the right to make any repairs or undertake any maintenance it deems necessary to preserve the integrity of the Community Centers based upon MAM's failure to comply with Section 3.02 set forth herein. In the event that City is required to undertake such action, all resulting costs shall be invoiced to MAM for immediate payment.
- 3.06. Emergency Repairs by MAM. After reasonable notice to City of an emergency, should City fail to undertake its repair obligations as set forth herein, MAM is hereby authorized to make such repairs or engage the services of a third party to provide such repair service. The parties agree that reasonable notice to City shall depend upon the nature of the emergency and that MAM shall invoice City for all resulting reasonable costs to MAM. Notwithstanding the foregoing, City shall have no obligation to reimburse MAM in the event MAM fails to provide notice to City as required herein.
- 3.07. Utilities. MAM shall be responsible for the payment and provision of utilities, water, sewer and all utility related costs. City shall invoice MAM for the payment of such utilities.
- 3.08. Surrender of Lease Premises. Upon the expiration of this Agreement or if terminated sooner, MAM shall deliver each Community Center to City in good condition, reasonable use, wear and tear excepted.
- 3.09. Right of Entry and Quiet Enjoyment. City reserves the right to enter each Community Center at reasonable times and upon reasonable notice to MAM to make any repairs City deems necessary. Notwithstanding the foregoing, City covenants that MAM shall peaceably hold and enjoy each Community Center, subject to the terms of this Agreement, provided that MAM is not in default hereunder.

- 3.10. Ownership of the Property and Improvements. MAM agrees that any and all improvements thereto, paid for in whole or in part by MAM, shall become the property of the City upon the expiration or termination of this Agreement. MAM further acknowledges that each Community Center shall remain the property of the City of Memphis and that MAM shall not mortgage or encumber the land. MAM shall not install any fixtures or make any substantial alterations or additions in or about the premises of either Community Center without the prior written approval of City.
- 3.11. Code Violations. City agrees to correct each cited code violation existing prior to commencement of the initial lease term at City's expense. Any code violation existing thereafter shall be the sole responsibility of MAM.

SECTION 4 - AUDITS AND INSPECTION

- 4.01. Site Inspections. City shall have the right, through its authorized employees or agents, to inspect the Lease Premises from time to time to determine if it is being operated and maintained in accordance with this Agreement. Upon reasonable notice to MAM, City will be allowed ready entry and access to each facility to conduct such inspections.
- 4.02. Books and Records. City reserves the right to inspect and audit the records of MAM that specifically relate to MAM's performance under this Agreement. MAM agrees to make such records open and available for examination during regular business by the City or its representatives for the purposes of inspecting, auditing, verifying or copying the same or making extracts therefrom. MAM shall make and keep said records for a period of three (3) years after completion of its contractual obligations under this Agreement.
- 4.03. Accounting Reports. MAM shall provide City with annual reports on the use and operations of the Community Centers. MAM shall provide City with audited annual financial statements of MAM, prepared in accordance with GAAP, within nine (9) months following each fiscal year ending December 31, and at the same time each fiscal year thereafter.

SECTION 5 - INSURANCE

- 5.01. Insurance. MAM shall maintain during the term hereof, at its own cost and expense, the following insurance policies issued by insurance companies licensed in the State of Tennessee and acceptable to the City. All such insurance shall be

evidenced by certificates and/or policies, as determined by the City, which shall name the City of Memphis as additional insured and shall be mailed to the City of Memphis, Attn: Risk Management, 2714 Union Extended, Suite 200, Memphis, TN 38112. It is agreed that coverage under this policy shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Memphis.

MAM shall not commence any work under this contract until it has obtained all insurance required. MAM's failure to maintain the following insurance coverage during the term hereof, shall be cause for termination of this Agreement. Proof of such insurance shall be provided prior to MAM's execution of this Agreement.

Each certificate or policy shall require and state in writing the following clauses:

"Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager" by registered mail, return receipt requested to the following address.

City of Memphis
Attn: Risk Management
2714 Union Extended, Suite 200
Memphis, TN 38112

"The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance.

WORKERS COMPENSATION:

To the extent applicable, MAM shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$100,000	Disease - Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with LIMITS OF:

\$1,000,000 Each Occurrence - Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

\$3,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

PROPERTY INSURANCE:

Any newly constructed improvements shall be added to MAM's property policy at MAM's expense. Additionally, MAM shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors engaged by MAM to do likewise.

City reserves the right to reasonably require increases in coverage limits if same becomes necessary.

SECTION 6 - INDEMNIFICATION

6.01. MAM shall indemnify, defend, save and hold harmless the City against any and all losses, damages (consequential or otherwise), costs, expenses or fees (including reasonable attorneys' fees) incurred by City, its elected or appointed officials, members, agents and employees as a result of any negligent act or omission of MAM, its subcontractors, agents, or employees which occurs pursuant to MAM's performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement. Neither MAM nor any employees of MAM shall be liable under this section for damages arising out of

injury or damage to persons or property directly caused by the negligence of the City or any of its officers, agents or employees.

- 6.02. City shall have no obligation to provide legal counsel or defense to MAM or any of its subcontractors or employees in the event that a suit, claim, or action of any kind is brought by any person not a party to this Agreement against MAM or its subcontractors as a result of or relating to MAM's obligations hereunder. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against MAM or its subcontractors or employees as a result of or relating to MAM's obligations hereunder.
- 6.03. MAM shall immediately notify the City, c/o City Attorney, 125 N. Main St., Suite 336, Memphis, Tennessee, 38103, of any claim or suit made or filed against MAM or its subcontractors or employees regarding any matter resulting from or relating to MAM's obligations under this Agreement, and agrees to cooperate, assist, and consult with the City in the defense or investigation thereof.

SECTION 7 - REPRESENTATIONS AND WARRANTIES

- 7.01. MAM represents to the City that the execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions, corporate and other action, and this Agreement constitutes the valid and enforceable obligations of MAM in accordance with its terms.
- 7.02. MAM certifies that it is qualified to do business in the State of Tennessee and that it will take such actions as, from time to time, may be necessary to remain so qualified and obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary for the performance of its obligations hereunder.
- 7.03. MAM warrants that it has not employed or retained any company or person other than a bona fide employee working solely for MAM, 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 MAM any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

SECTION 8 - MISCELLANEOUS

- 8.01. Assignment. Subletting, assignment or transfer of all or part of MAM's interest in and to this Agreement is prohibited unless by written consent of City.
- 8.02. Background checks. MAM hereby acknowledges that MAM's staff and any third party engaged to provide the services set forth within Section 2.01 may be required to undergo a background check as required by City.
- 8.03. Amendment. This Agreement may be modified by amendment made in writing and signed by both parties.
- 8.04. Notices. All notices and approvals required or permitted hereunder shall be written and shall be delivered by (a) fax or by a nationally recognized overnight delivery service, or (b) by U.S. certified mail, return receipt requested, to the following addresses or such other addresses which either of the parties shall give notice from time to time during the term hereof:

If to the City:

City of Memphis
Director of Park Services
2599 Avery Ave.
Memphis, Tennessee 38112
Fax: (901) 325-5770

With copy to City Attorney
125 N. Main Street, Room 336
Memphis, Tennessee 38103
Fax: 901.576.6524

If to MAM: Memphis Athletic Ministries
c/o President
2107 Ball Road
Memphis, TN 38114
Fax: 901. 744.1600

- 8.05. Independent Contractor. All persons employed, either on a full or part time basis, during the term of this Agreement or any renewal hereof, will be employees of MAM or will be employees of MAM's contractors and the City shall have no responsibility for the payment of any wages, salary, taxes and other related employment benefits to such employees. Nothing in this Agreement shall be deemed to represent that MAM or any of its employees or agents, are the

agents, representatives, or employees of the City. MAM is and will be an independent contractor with control over the details and means of performing its obligations hereunder.

- 8.06. Nondiscrimination. MAM hereby agrees, warrants and assures that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of MAM's duties under this Agreement. Notwithstanding the foregoing, MAM agrees to observe and comply with all federal, state, local laws and regulations as applicable.
- 8.07. Choice of Law. MAM is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations in any manner affecting the conduct of the work. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, MAM agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the Courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the Courts of the State of Tennessee in Shelby County, Tennessee.
- 8.08. Prevailing Party. Any party shall be entitled to recover from the other party all costs, including reasonable attorney fees and litigation expenses, incurred by such party in successfully enforcing its rights hereunder.
- 8.09. Entire Agreement. This Agreement contains the entire understanding of the parties and there are no other promises or conditions in any other prior agreement between the parties hereto, whether oral or written. Except as otherwise provided herein, this Agreement supersedes any prior written or oral agreements between the parties hereto in regard to the subject matter hereof.
- 8.10. Unenforceability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.
- 8.11. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this

Agreement.

- 8.12. Captions. The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section herein contained.
- 8.13. Conflict in Terms. To the extent there arises a conflict between the terms set forth herein and the RFP attached hereto, the express terms of this Agreement shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement.

CITY OF MEMPHIS, TENNESSEE

Approved as to Form:

City Attorney

Myron Lowery, Mayor Pro Tempore

City Comptroller

Director, Park Services

MEMPHIS ATHLETIC MINISTRIES

By: _____

Title: _____

RESOLUTION

WHEREAS, the Council of the City of Memphis approved Rehab Existing Sewers, project number SW02001 as part of the Public Works Fiscal Year 2010 Capital Improvement Budget; and

WHEREAS, in the fiscal year 2008 the Public Works Division accepted bids for Sewer Line Replacement FY2008, project SW02074, from Acuff Enterprises with the option of extending the contract; and

WHEREAS, it is in the best interest of the City to extend the Acuff Enterprises contract in the fiscal year 2010 Capital Improvement Budget; and

WHEREAS, it is necessary to transfer an allocation of \$2,567,631.00 funded by Sewer Revenue Bonds from Rehab Existing Sewers, project number SW02001 to Sewer Line Replacement FY2008, project number SW02074; and

WHEREAS, it is necessary to appropriate \$2,567,631.00 funded by Sewer Revenue Bonds in Sewer Line Replacement FY2008, project number SW02074 for sewer line replacement at various locations within the wastewater collection system:

Contract Amount	\$ 2,334,210.00
Project Contingencies	<u>\$ 233,421.00</u>
Total	\$ 2,567,631.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2010 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$2,567,631.00 funded by Sewer Revenue Bonds from Rehab Existing Sewers, project number SW02001 to Sewer Line Replacement FY2008, project number SW02074 for sewer line replacement at various locations within the wastewater collection system.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$2,567,631.00 funded by Sewer Revenue Bonds chargeable to the Fiscal Year 2010 Capital Improvement Budget and credited as follows:

Project Title:	Sewer Line Replacement FY2008
Project Number	SW02074
Amounts:	\$2,567,631.00

RESOLUTION

WHEREAS, the Administration is requesting that the Council of the City of Memphis modify the FY2010 Capital Improvement Budget by creating a new project, US 51/E. Presley Blvd, project number PW01210; and

WHEREAS, the City of Memphis will enter into a contract with the State of Tennessee Department of Transportation and the State has agreed to fund \$444,600.00 which is 80% of the Architecture and Engineering project cost with a local match of \$111,150.00; and

WHEREAS, the State will request funding for project oversight and it will be deposited in a Local Government Investment Pool account established for this project; and

WHEREAS, interest will be earned on the City's Local Government Investment Pool deposits which will be retained by the State until completion of this project; and

WHEREAS, in accordance with the contract provisions, the State can use the interest earnings until completion of the project; and

WHEREAS, an additional \$33,170.00 will be needed to cover local project cost ancillary to the project; and

WHEREAS, it is necessary to accept this grant and establish an allocation in the amount of \$444,600.00; and

WHEREAS, it is necessary to transfer an allocation of \$144,320.00 funded by G.O. Bonds-General from Metal Museum N. Bluff Repair, project number PW04073, construction to US 51/E. Presley Blvd, project number PW01210, A/E, to enhance the Elvis Presley road corridor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2010 Capital Improvement Budget be modified to create US 51/E. Presley Blvd, project number PW01210.

BE IT FURTHER RESOLVED that the City of Memphis is hereby accepting Federal Grant funds from the State of Tennessee Department of Transportation and establishing an allocation in the amount of \$444,600.00.

BE IT FURTHER RESOLVED, that the Fiscal Year 2010 Capital Improvement Budget be and is hereby amended by transferring an allocation \$144,320.00 in construction costs funded by G.O Bonds – General from Metal Museum, project number PW04073 to A/E, US 51/E. Presley Blvd, project number PW01210.

BE IT FURTHER RESOLVED that any future Local Government Investment Pool expenditures for the project be allocated and appropriated with the source of funds being Local Government Investment Pool earnings.

RESOLUTION

WHEREAS, Memphis is the primary hub of the Mid-South Region and center of commerce for an ever-expanding global marketplace; and

WHEREAS, the City of Memphis desires to attract and promote international trade and commerce to benefit the local and regional economy; and

WHEREAS, the Memphis and Shelby County Office of Economic Development (OED), under the Memphis and Shelby County Division of Planning and Development, is the agency responsible for the administration of Foreign-Trade Zone No. 77 (FTZ No. 77) for the City of Memphis as Foreign-Trade Grantee; and

WHEREAS, the Memphis and Shelby County OED has determined that the economic viability of FTZ No. 77 would be increased and ensured by the establishment, operation and maintenance of a new Warehousing Subzone of FTZ No. 77 to be operated by Cummins Inc. ("Cummins") located at 4155 Questway in Memphis, Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Memphis deems it desirable to support the strategic position that Memphis holds in the region and global marketplace and authorizes the application to the Foreign-Trade Zones Board for Subzone Status for Cummins Inc; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Memphis, Tennessee, is hereby authorized on behalf of the Grantee to execute and deliver all instruments and documents necessary for the submission of the Subzone Application on behalf of the City of Memphis, Tennessee to the Executive Secretary of the Foreign-Trade Zones Board, Department of Commerce, Washington, D.C. and take such further action as deemed appropriate incident to secure the approval by the Foreign-Trade Zones Board with respect to the Cummins Inc. Subzone Application.

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include the CIP project number IS01060, Computer Aided Dispatch (CAD) with Mobile Data Terminals; and

WHEREAS, Information Services has a project to provide more efficient dispatch operations and enhanced onsite response times by replacing the existing, obsolete dispatch system installed in 1983 and upgraded in 2002 with the new system having built-in intelligence, integrated records management and some GIS functionality; and

WHEREAS, the City of Memphis entered into an agreement with Affiliated Computer Services (ACS) for the provision of IT services including the procurement of the items pertaining to the services, and

WHEREAS, it is necessary to appropriate \$2,000,000. in G. O. Bonds general in CIP Project IS01060, Computer Aided Dispatch with Mobile Data Terminals.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$2,000,000. in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Computer Aided Dispatch with Mobile Data Terminals

CIP Project Number: IS01060

Amount: \$2,000,000. G. O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include CIP project number IS01052, Log Management Systems; and

WHEREAS, Information Services has a project to address how to correlate the numerous event login applications used by the City to collect information. This project would provide funding to procure additional software and hardware for collecting, analyzing, and reporting on these various logs; and

WHEREAS, this project will provide the mechanism to correlate the collected information at a high level, which due to volume makes manual review virtually impossible; and

WHEREAS, Information Services entered into an agreement with Affiliated Computer Services for the provision of IT services; and

WHEREAS, it is necessary to appropriate \$1,590,000 in G. O. Bonds general in CIP Project IS01052, Log Management Systems.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$1,590,000 in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Log Management Systems

CIP Project Number: IS01052

Amount: \$1,590,000 G.O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include CIP project number IS01066, Disaster Recovery Strategy; and

WHEREAS, Information Services has a project to ensure recovery of all mission critical system components, telecommunications, interfaces and applications in the event of a disaster; and

WHEREAS, this project will involve all aspects of the City's Information Technology, which is used by virtually all City employees as well as the public; and

WHEREAS, Information Services entered into an agreement with Affiliated Computer Services for the provision of IT services; and

WHEREAS, it is necessary to appropriate \$1,500,000 in G. O. Bonds general in CIP Project IS01066, Disaster Recovery Strategy.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$1,500,000 in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Disaster Recovery Strategy

CIP Project Number: IS01066

Amount: \$1,500,000 G.O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include the CIP project number IS01061, Oracle Release 12 Upgrade; and

WHEREAS, Information Services has a project to upgrade to the most recent release of Oracle Applications, the cornerstone of the City's business operations; and

WHEREAS, the City of Memphis entered into an agreement with Affiliated Computer Services (ACS) for the provision of IT services including the procurement of the items pertaining to the services, and

WHEREAS, it is necessary to appropriate \$1,500,000 in G. O. Bonds general in CIP Project IS01061, Oracle Release 12 Upgrade.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$1,500,000 in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Oracle Release 12 Upgrade

CIP Project Number: IS01061

Amount: \$1,500,000 G. O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include the CIP project number IS01059, Traffic Signs Inventory Assessment and Information Management System; and

WHEREAS, Information Services has a project to implement a Traffic Signs Inventory Assessment, Replacement and Information Management System to meet Federal mandate, Tennessee State law and to effectively maintain the integrity of all City-owned signs; and

WHEREAS, the City of Memphis entered into an agreement with Affiliated Computer Services (ACS) for the provision of IT services including the procurement of the items pertaining to the services, and

WHEREAS, it is necessary to appropriate \$1,000,000 in G. O. Bonds general in CIP Project IS01059, Traffic Signs Inventory Assessment and Information Management System.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$1,000,000 in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Traffic Signs Inventory Assessment & Information Management System

CIP Project Number: IS01059

Amount: \$1,000,000

G. O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include the CIP project number IS01055, Radio Maintenance Infrastructure Upgrade; and

WHEREAS, Information Services has a project to bring the Radio Maintenance infrastructure up to the city standard, making the prime site more resilient in the event of a disaster. Radio Maintenance is currently running vital services for first responders on out-dated, out of warranty equipment; and

WHEREAS, the City of Memphis entered into an agreement with Affiliated Computer Services (ACS) for the provision of IT services including the procurement of the items pertaining to the services, and

WHEREAS, it is necessary to appropriate \$250,000 in G. O. Bonds general in CIP Project IS01055, Radio Maintenance Infrastructure Upgrade.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$250,000 in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Radio Maintenance Infrastructure Upgrade

CIP Project Number: IS01055

Amount: \$250,000

G. O. Bonds General

RESOLUTION

WHEREAS, the Fiscal Year 2010 Capital Improvement Budget approved by the City Council did include the CIP project number IS01062, Telephone Systems Upgrade and Replacement; and

WHEREAS, Information Services has a project to bring telephone systems within all Divisions into compliance with the City standard by upgrading and/or replacing over 80 telephone systems ; and

WHEREAS, the City of Memphis entered into an agreement with Affiliated Computer Services (ACS) for the provision of IT services including the procurement of the items pertaining to the services, and

WHEREAS, it is necessary to appropriate \$250,000. in G. O. Bonds general in CIP Project IS01062, Telephone Systems Upgrade and Replacement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated \$250,000. in General Obligation Bonds chargeable to the FY2010 Capital Improvement Budget and credited as follows:

Project Title: Telephone Systems Upgrade and Replacement

CIP Project Number: IS01062

Amount: \$250,000.

G. O. Bonds General