



Memphis City Council Summary Sheet

1. Description of item (Resolution, Ordinance, etc.)

The proposed document is a Resolution to transfer by long term lease, the statue of Ramesses the Great, which is located in front of the former Pyramid Arena, to the University of Memphis, for public display of the statue on their campus, for educational purposes.

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

This is a resolution of the Division of Housing and Community Development, as the entity responsible for the redevelopment of the Pyramid Arena.

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

Passage of this Resolution will not change any existing Ordinances or Resolutions.

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

This transaction only requires the execution of the necessary conveyance document, which is the long term lease that is included with this resolution.

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

No expenditure of funds is required under this Resolution, as all costs for removal of the statue will be covered by the University of Memphis.

RESOLUTION

WHEREAS, the Memphis City Council is responsible for the disposition of all City owned personal property valued at more than five Hundred Dollars (“\$500.00”); and

WHEREAS, since 1991, the Pyramid Arena, located in the City of Memphis, has been an iconic structure in the downtown Memphis Skyline; and until 2007, served the City of Memphis as a prominent entertainment venue; and

WHEREAS, the Pyramid Arena was associated with an Egyptian theme, relative to the City’s namesake in Egypt, and included a twenty –five foot replica of the Ramesses Colossus statue which stands in front of the structure; and

WHEREAS, in July 2010, the City of Memphis, as the sole owner of the Pyramid Arena, entered into a long term lease with Bass Pro Shops, Inc. for the creation of a destination retail center in the Pyramid Arena; and

WHEREAS, both the City of Memphis, and Bass Pro Shops have agreed, as lessor and lessee, that the historical and cultural significance of the statue’s existence was inconsistent with the theme of Bass Pro Shops, Inc. in their redevelopment of the Pyramid; and

WHEREAS, it was determined by the City of Memphis that the Ramesses statue should be relocated to a site where its educational value and significance to the City of Memphis can be maximized; and

WHEREAS, the University of Memphis, public university has expressed an interest in relocating the statue to their main campus as a part of their collection of Egyptian artifacts and educational items; and

WHEREAS, after careful consideration and deliberation by the City Administration and the Memphis City Council, it has been determined that the Ramesses statue should be relocated to the University of Memphis, where it shall be displayed in such a location where its cultural and educational significance and value shall be maximized by the citizens of Memphis, as well as all other persons who desire access to this work; and

WHEREAS, in the furtherance of this position, it is also agreed that the City of Memphis and the University of Memphis shall enter into a 99 year lease of the statue to memorialize the terms and conditions of their arrangement. Said lease is included with this Resolution as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby authorizes the Mayor of the City of Memphis to execute the Lease Agreement affixed to this resolution with the University of Memphis to display the Ramesses statue on its campus in accordance with the terms and conditions as set forth herein.

**LEASE AGREEMENT BETWEEN THE CITY OF MEMPHIS AND THE UNIVERSITY OF MEMPHIS
FOR THE RELOCATION AND USE OF THE OFFICIALLY AUTHORIZED REPLICA OF THE
COLOSSUS OF RAMESSES II**

THIS LEASE of personal property is made and entered into this ____ day of _____, 2011, by and between the City of Memphis, by and through its Division of Housing and Community Development, with its principal offices located at 701 North Main Street, Memphis, TN 38107, (hereinafter called the “Lessor”) and The University of Memphis, a public university within the Tennessee Board of Regents system (hereinafter called the “Lessee”), with its principal offices located at 3720 Alumni Avenue, Memphis, TN 38152.

WITNESSETH:

WHEREAS, since 1991, the Pyramid Arena, located in the City of Memphis, has been an iconic structure in the downtown Memphis Skyline; and until 2007, served the City of Memphis as a prominent entertainment venue; and

WHEREAS, the Pyramid Arena was associated with an Egyptian theme, relative to the City’s namesake in Egypt, and included a twenty –five foot replica of the Ramesses Colossus statue which stands in front of the structure; and

WHEREAS, in July 2010, the City of Memphis, as the sole owner of the Pyramid Arena, entered into a long term lease with Bass Pro Shops, Inc. for the creation of a destination retail center in the Pyramid Arena; and

WHEREAS, both the City of Memphis, and Bass Pro Shops have agreed, as lessor and lessee, that the historical and cultural significance of the statue’s existence was inconsistent with the theme of Bass Pro Shops, Inc. in their redevelopment of the Pyramid; and

WHEREAS, it was determined by the City of Memphis that the Ramesses statue should be relocated to a site where its educational value and significance to the City of Memphis can be maximized; and

WHEREAS, the University of Memphis, public university has expressed an interest in relocating the statue to their main campus as a part of their collection of Egyptian artifacts and educational items; and

WHEREAS, after careful consideration and deliberation by the City Administration and the Memphis City Council, it has been determined that the Ramesses statue should be relocated to the University of Memphis, where it shall be displayed in such a location where its cultural and educational significance and value shall be maximized by the citizens of Memphis, as well as all other persons who desire access to this work; and

WHEREAS, the City of Memphis and the University of Memphis shall enter execute a lease of the statue to memorialize the terms and conditions of their arrangement.

NOW, THEREFORE, the parties to this agreement for considerations set forth below, do here and now agree and bind themselves to the following terms and conditions:

Lessor hereby leases to Lessee the personal property described in Exhibit “A” attached hereto and made a part hereof, all of which is hereinafter referred to as “the leased property”, on the following terms and conditions:

I. Term

The term of this lease shall commence on the 1st day of _____, 2011 and shall terminate on the ____ day of _____ 2110, or for a period of ninety nine (99) years from the commencement date of this Lease. Lessee shall have the right, at its option, to extend the term of this lease for the period of up to ninety nine (99) years after the expiration of the above term by giving notice thereof to Lessor at least 180 days before the end of the above term on the same provisions as set forth herein.

II. Rent

(a) Lessee shall pay Lessor as rental for the leased property the sum of One **Dollar (\$1.00)** during the term hereof. Except as may be otherwise provided herein, Lessee shall be liable for any taxes or other costs assessed against the leased property or upon the possession or use thereof during the lease term, and Lessee hereby indemnifies and holds Lessor harmless from all liability therefor. Lessee shall be also liable for any sales and use taxes applicable to the rental of leased property hereunder.

(b) Lessee shall be responsible for ensuring that the leased property is installed and ready for use upon the commencement of the Lease term, and that Lessee is placed in full possession thereof at the commencement of the Lease term. Should the leased property not be installed and ready for use at the commencement of the Lease term, and Lessee placed in full possession thereof at the beginning of the term thereafter, the Lessor may, at its option, terminate this lease in accordance with the paragraph hereof entitled, "Termination." If, however, Lessee is deprived of full possession of the leased property due to the acts of Lessor or its employees and agents, or due to a defect in Lessor's title, or due to fire, flood, earthquake, acts of God, acts of the public enemy, or any other cause beyond the control of Lessee, Lessee's obligation to pay rent shall abate thereupon abate and be reduced pro rata on a daily basis until possession is restored, and, if Lessee is deprived of possession of the leased property for a period of One Hundred Eighty (180) consecutive days, Lessee may, at its option, terminate this lease in accordance with the paragraph hereof entitled, "Termination."

III. Delivery, and Transportation Expenses

Lessee shall be responsible for removing the leased property shall be removed from its current location of One A.W. Willis Avenue, Memphis, TN, 38103, and transporting it to the University of Memphis, where it shall be relocated to the _____, which is located at _____ on the University campus. The leased property shall be placed on public display at this location, and shall be made accessible and available for public viewing at no cost to the general public during all hours of operation of the University of Memphis.

All transportation, packaging, and assembly charges relating to the leased property shall be at the sole expense of Lessee. The leased property shall be installed by Lessee at its sole expense.

IV. Use of Leased Property

(a) In accordance with the terms and conditions of this Lease, Lessee shall use and display the leased property either alone or in conjunction with other accessories, equipment or property, as an item of cultural and educational significance to the City of Memphis, Tennessee, and in that connection, shall place the leased property in an area on the campus, either indoors or outdoors, where it shall be available for public viewing and education on its significance. Lessee shall not be prohibited from placing or using the leased property with other objects of similar theme, provided that it is done in a manner that maintains an historical depiction of the leased property.

(b) The leased property shall, in all events, even if attached to realty, be deemed the personal property of the government of the City of Memphis, Tennessee. Lessee will keep the leased property free from all liens and encumbrances, and shall not otherwise, offer or seek to offer the premises as security or collateral for any debt. In the event that Lessee shall pledge the leased property as security or collateral for any indebtedness of the Lessee, Lessor shall have the right to terminate this lease immediately, and to enter the premises and reclaim the leased property, or demand that it be returned to a specific location as determined by the Lessor. Any such pledge or collateralization of the leased premises shall be deemed void upon its inception.

(c) Failure of the Lessee to comply with the terms as conditions of this section may constitute an event of default, as set forth in paragraph VIII of this lease, and shall entitle and allow Lessor, at its discretion, to re-enter and repossess its personal property to cure any default herein.

V. Warranty and Maintenance

Lessor makes no warranties; either express or implied, concerning the leased property, but does provide that it has full power, right, and authority to enter into this lease.

Lessee will keep the leased property in good working order and condition, and will make all necessary adjustments and repairs promptly upon oral or written notice from Lessor that such are required or, in any event, on inspections by Lessor of the leased property, all at Lessee's sole expense. Lessor may inspect the leased property at all other reasonable times, but shall provide adequate notice, in writing of its intent to inspect the leased property, which shall contain the date, time, and personnel that will be conducting the inspection. Lessor shall share all inspection reports with Lessee, so as to allow Lessee to make any necessary repairs and/or adjustments in accordance with the inspection report(s).

VI. Insurance and Indemnity

(a) To the extent permitted by law, Lessee hereby indemnifies and holds Lessor harmless from all liability for loss of or damage to the leased property, including but not limited to liability for loss of use and for consequential damages. Any risk of loss for damage or destruction of the Leased Property shall pass to the Lessee at the time possession of the leased premises is taken by the Lessee. For purposes of this document, possession shall be deemed to have been taken upon the commencement of the relocation of the Leased Property by the Lessee

(b) Lessee shall be responsible for maintaining adequate insurance on the leased property for a value as determined by Lessor. Said insurance shall cover the costs any loss of the leased property, and if necessary the replacement or replication costs of the Leased Property. Lessee shall also be responsible for insuring against the damage or loss of the Leased Property during removal, relocation, and placement of the Leased Property by the Lessee. Any certificate of insurance or other correspondence indicating insurance coverage of the Leased Property by the Lessee should contain the following language with respect to the Lessor;

The City of Memphis, its officials, agents, employees and representatives are included herein as an Additional Insured. It is further agreed that coverage under the above listed policies shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Memphis."

Each certificate or policy shall require and state in writing that "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", for all the following stated policies. Certificates of Insurance shall name the Lessor as Additional Insured and the certificate will be mailed to:

City of Memphis
Attn: Risk Management
2774 Union Extended Suite 200
Memphis, TN 38112

Lessee is required to provide copies of the insurance policies upon request.

VII. Return of Leased Property

Within ninety 90 days of the termination or expiration of this lease, Lessee shall, at its sole expense, promptly remove the leased property from the premises of the Lessee, and return same to the Lessor at a location designated by the Lessor. Any risk of loss for damage or destruction of the Leased Property shall be attributed to the Lessor at

the time that the Lessee has returned the premises to the possession of the Lessor, and has completely installed the Leased Property at the location determined by the Lessor.

Lessee indemnifies and holds Lessor harmless for all loss or damage to such premises or other property of Lessee arising from the acts of Lessee in so removing the leased property. The leased property shall be returned to Lessor in as good condition as when received, except for:

- (1) reasonable wear and tear resulting from any lawful use hereunder;
- (2) loss or damage against which Lessor has indemnified Lessee; and
- (3) all modifications approved by Lessor pursuant to the paragraph hereof entitled, "Use" (except if Lessee, at its option, desires to remove such modifications).

VIII. Default, Remedies, Suspension, and Termination

(a) In the event Lessee shall fail to substantially perform any of the duties and obligations under this Lease or any other agreement related hereto, and shall have failed to cure the same within thirty (30) days (unless the event is caused by either an act or omission by the Lessor, then an event of default ("Event of Default") shall have occurred under this Lease. When an action constituting an Event of Default shall occur, the Lessor shall notify Lessee in writing and advise Lessee of the Default, as well as the time period within which Lessee shall have to cure same. An Event of Default shall not have occurred if the failure to substantially perform cannot be cured within said cure period and such party has commenced to cure within said cure period and thereafter diligently pursues such cure. In addition to the matter set forth above, each of the following events, upon failure to cure within the aforesaid curative periods, shall constitute an Event of Default hereunder:

Any failure or omission on the part of Lessee to comply with the material terms and conditions of this Agreement;

Misrepresentation or omission by Lessee of any material fact or facts related to this Lease which materially and adversely affects the rights or obligations of the parties hereto;

The filing of any petition under any bankruptcy, moratorium, reorganization or insolvency act, Federal or State, by Lessee against Lessee which, if against same, is not dismissed within ninety (90) days of such filing; and

The filing of an application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors of, Lessee, however expressed or indicated.

(b) All remedies of the parties provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by either party hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any Event of Default hereunder or prejudice a party hereto in the exercise of any of its rights hereunder, unless in the exercise of said rights the party realizes all amounts owed to it under this Agreement.

(c) Notwithstanding anything to the contrary herein contained, Lessee shall have the right to contest, in good faith, any claim, demand, levy or assessment, the assertion of which would constitute any Event of Default hereunder.

(d) This Lease may be terminated by Lessor, whenever Lessee shall default in the performance of activities specified in this Lease and/or its attachments and fails to cure such default within a period of thirty (30) days, or such longer period as the Lessor shall determine, provided that the Lessor shall serve notice of default, in writing, upon Lessee. As a result of the termination of the Lease, Lessor shall be entitled to enter the premises of the Lessor, or cause its contractors, agents, and / or assigns to enter the premises of the Lessor for the sole purpose of repossessing the property due to an event of default. Lessee shall not be unreasonably delayed in its reclamation of its property from the Lessee if an event of default should occur.

IX. Exclusivity

Lessor recognizes that it has been provided, by the Arab Republic of Egypt, the exclusive right to display the only permitted replica of the Colossus of Ramesses, ("the Leased Property") and that the lease agreement is in the furtherance of the City's continued display of the Leased Property in conjunction with the exclusive right that Lessor has been provided. Any lease, transportation, relocation, display, or other use of the Leased Property shall be performed in a manner consistent with any

Lessor hereby indemnifies and holds Lessee, its employees, agents and assigns, and customers, harmless from any and all loss, damages or liability, including costs and expenses which may arise, from any claim that the Lessee's rights hereunder involve the infringement or alleged infringement of any exclusive rights in or relating to the creation or display of the leased property.

X. Non-Waiver

This Lease and any provision hereof may not be changed, waived, discharged or terminated except by an instrument in writing signed by both parties.

XI. Not an Agent

Nothing in this Lease shall be deemed to represent that Lessee is the agent, representative or employee of the Lessor. Anything in this Agreement which may appear to give the Lessor the right to direct Lessee as to the details of the performance of its business or to exercise a measure of control over Lessee and shall only mean that Lessee shall follow the desires of HCD only as to the intended results of the scope this Agreement.

XII. Non-Transferability

This Agreement shall not be transferred or assigned without prior written consent of the City.

XIII. Verbal Agreements

It is specifically stipulated that there are no verbal agreements or understandings between the parties hereto affecting this Lease, which have not been set forth expressly herein. This Lease constitutes a final and complete integration of those understandings.

XIV. Parties to be bound

Lessor and Lessee each bind themselves, their partners, successors, executors, administrators and assigns to this Agreement.

XV. Elected Officials / Conflict of Interest

Lessee certifies that none of its employees are directly or personally involved with the creation, negotiation, or execution of this Agreement. Lessor certifies that none of its employees are directly or personally involved in any transaction or hold any financial interest in the transaction referenced in this Lease nor shall, elected official, or any member of Congress of the United States shall be admitted to any financial share or interest in any part of this Agreement. Lessee further certifies that no elected official or employee of Lessor has a financial interest in any part of Lessee's business that relates to this transaction.

XVI. Designated Administrator

The Designated Administrator of this Lease shall be the Director of the City of Memphis, Division of Housing and Community Development or his duly designated appointee.

XVII. Number and Gender

Wherever used the singular number shall include the plural, the plural the singular, and the use of the any gender be applicable to all genders, as the context may require.

XVIII. Notices

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to Lessor:

**Robert Lipscomb, Director
City of Memphis / HCD
701 North Main Street
Memphis, TN 38107**

With a copy to:

**Herman M. Morris, Jr.
City Attorney
125 N. Main Street, Rm 336
Memphis, TN 38103**

And a copy to:

**Marcus D. Ward
Senior Assistant City Attorney
701 North Main Street
Memphis, TN 38107**

If to Lessee:

**Dr. Shirley C. Raines, President
The University of Memphis
3720 Alumni Avenue
Memphis, TN 38152**

XIX. Jurisdiction

The terms, conditions, and covenants of this Lease shall be governed, enforced, and adjudicated pursuant to the laws of the State of Tennessee, and no other.

XX. Recordation of Lease

Upon the execution of this Lease, the parties shall cause same to be recorded with the appropriate agency as notice of the execution of the transaction herein.

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IN WITNESS WHEREOF, the parties hereto has caused this Lease of Personal Property, particularly the statue of Ramesses the Great, owned by the City of Memphis and to be leased to the University of Memphis, to be executed by authorized signatories, effective as of the day and year first above written.

CITY OF MEMPHIS, TENNESSEE

THE UNIVERSITY OF MEMPHIS

A C Wharton, Jr., Mayor
City of Memphis

Dr. Shirley C. Raines, President
University of Memphis

Robert Lipscomb, Director
Division of Housing and Community
Development

APPROVED AS TO LEGAL FORM

Herman M. Morris, Jr.
City Attorney

Marcus D. Ward
Senior Assistant City Attorney

ATTEST:

COMPTROLLER

EXHIBIT "A"

DESCRIPTION OF PERSONAL PROPERTY TO BE LEASED

The statue of Ramesses the Great is the only permitted replica of the Colossus of Ramesses. The property is a granite structure approximately 25 feet tall and 100,000 pounds (50) tons in weight, including the supportive base. Both the statue and the base will be removed during the relocation process

The property is currently located in front of the former Pyramid Arena, which is addressed as One A.W. Willis Avenue, Memphis, TN 38103. The statue, however, is located on the west side of Front Street between Overton and Shadyac streets on conspicuous display.



Memphis City Council Summary Sheet FY2012

- This Resolution is to establish the Memphis Light Gas and Water Division in-lieu-of-tax payment to the City of Memphis for Fiscal Year 2012. (ELECTRIC)
- Initiating Party: Finance Division
- This Resolution does not make any changes to an existing ordinance or resolution.
- This Resolution does not require a new contract or modification to an existing contract.
- No expenditure of funds is required under this Resolution.

RESOLUTION

WHEREAS, the Legislature of the State of Tennessee has passed the Municipal Electric System Tax Equivalent Act and the Municipal Gas System Tax Equivalent Act, which acts provide a uniform formula throughout the state establishing the maximum in-lieu-of tax payments by a municipal electrical distributor ; and

WHEREAS, the formula consists of two parts:

- (1) The equalized tax rates multiplied by the net plant value and book value of material and equipment, multiplied by the assessment ratio in effect at the beginning of the fiscal year, plus,
- (2) Four percent (4%) of the average of revenue less power cost for the preceding three (3) years, and

WHEREAS, estimates of net plant value of the electric divisions and of the average power costs for the preceding three (3) years have been made and the formula has been applied thereto; and

WHEREAS, in keeping with the policy established by the City Council by resolution adopted in May 1978 the in-lieu-of tax payments have been made in two installments to the City Treasurer, an advance payment in April and the balance in November. The advance payment for calendar year 2011 has already been made in compliance with prior resolutions.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis, that the payments by the Memphis Light Gas and Water Division of in-lieu-of tax payments to the City for fiscal year 2012 shall be the amount calculated by the Memphis Light Gas & Water Division under the formula for the Electric Division.

BE IT FURTHER RESOLVED, that as soon after June 30, 2011, and at the end of each fiscal year thereafter, the Memphis Light Gas and Water Division shall compute the amount due under the formula established in the above two laws. Payment will be made in two installments to the City Treasurer, an advance payment in April and the balance in November.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND TITLE 11 – VEHICLES AND TRAFFIC,
CHAPTER 11-32 VEHICLE EQUIPMENT- SECTION 18 – WINDSHIELDS AND
WINDOWS – OF THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE**

WHEREAS, it is in the best interest of the City of Memphis to encourage and promote vehicle safety within the boundaries of our City; and

WHEREAS, the Memphis City Council strives to keep our laws current and relevant to best serve our citizens and to be in accord with the laws contained within the Tennessee Code Annotated.

NOW, THEREFORE,

**SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
MEMPHIS,**

That Title 11 – Vehicles and Traffic, Chapter 11-32, Vehicle Equipment, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 11-32-18 – Windshields and windows.

- C. It is unlawful for any person to operate a motor vehicle upon a public highway, street or road, which has been altered, treated or replaced by the affixation, application or installation of any material which causes the reflectance of any window to be less than thirty-five (35) percent.

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 are held unconstitutional or void, the remained 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
Memphis City Council

MYRON LOWERY
Council Chairman

Attest:
Patrice Thomas, Comptroller



Memphis City Council Summary Sheet

Resolution for the Liberty Bowl Memorial Stadium

- This item is a Resolution seeking Council approval of an agreement between the City of Memphis, through its Division of Park Services and Global Spectrum for the management and operation of the Liberty Bowl Memorial Stadium and the fairgrounds property.
- The initiating party is the Division of Park Services.
- This Resolution does not change any existing Ordinance nor Resolution.
- This Resolution does not require the appropriation of any funds.
- This Resolution does not allow for any expenditures.

RESOLUTION

WHEREAS, the City of Memphis owns the Liberty Bowl Memorial Stadium, Tiger Lane, and the Fairgrounds property bordered by Southern Avenue, East Parkway, Central Avenue, and Hollywood Street that accommodates football games for the University of Memphis, Southern Heritage Classic, and Auto Zone Liberty Bowl Classic and provides a venue for commercial and entertainment attractions for the public; and

WHEREAS, the City of Memphis through the Division of Park operates this facility and property through a management agreement with the SMG Company that terminates as of June 30, 2011; and

WHEREAS, the City of Memphis issued a Request for Proposal for the future management of this facility and property; and

WHEREAS, the SMG Company and Global Spectrum, LP submitted proposals to that request; and

WHEREAS, the City of Memphis evaluation committee selected Global Spectrum as the party with the best proposal; and

WHEREAS, the City of Memphis desires to enter into a management agreement with Global Spectrum to manage, operate, promote, and maintain this facility and property and to maximize the fiscal economic opportunities and results of operations and to provide exemplary service to the public on the behalf of the City of Memphis; and

WHEREAS, the term of this agreement will begin on July 1, 2011 for a term of five years with the City retaining the right to terminate the agreement, without cause, at the end of the third year; and

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 32-1 (d) requires the approval of the Council of the City of Memphis to enter into this agreement.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the stadium and fairgrounds property management agreement between the City of Memphis, Division of Park Services and Global Spectrum is hereby approved in accordance with the terms and conditions set forth therein.



Memphis City Council Summary Sheet Instructions

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

1. Describe item (Resolution, Ordinance, etc.)

Resolution to accept and appropriate \$11,000.00 from the State of Tennessee, Department of State, Tennessee State Library and Archives to be used to purchase computers for the Memphis Public Library.

2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)

Public Services & Neighborhoods

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

There is no change to an existing ordinance or resolution

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

No new contracts or amendments are required.

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

An amendment to the Fy2011 Operating Budget is required to accept and appropriate \$11,000.00.

RESOLUTION

WHEREAS, the City of Memphis, Division of Public Services and Neighborhoods, Memphis Public Library and Information Center, has received grant funds in the amount of Eleven Thousand Dollars (\$11,000.00) from the State of Tennessee, Department of State, Tennessee State Library and Archives; and

WHEREAS, these funds will be used to purchase Computers for the Memphis Public Library; and

WHEREAS, it is necessary to accept and appropriate the grant funds in the amount of Eleven Thousand Dollars (\$11,000.00) for Computers.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that Eleven Thousand Dollars (\$11,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2011 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the purchase of Computers in the amount of Eleven Thousand Dollars (\$11,000.00) as follows:

Revenues:

State of Tennessee	<u>\$11,000.00</u>
Total	\$11,000.00

Expenditures:

Computers	<u>\$11,000.00</u>
Total	\$11,000.00

AN ORDINANCE TO AMEND CHAPTER 48, ARTICLE 1, OF THE CITY OF MEMPHIS, CODE OF ORDINANCES, SO AS TO PROVIDE FOR RESERVE HOUSING AND CODE ENFORCEMENT OFFICERS

WHEREAS, the Memphis City Council and Administration wish to combat blight in our city, promote a clean and secure City of Memphis and protect the public health, safety and welfare in existing buildings used for dwelling purposes; and

WHEREAS, the City of Memphis has identified several specific ways to combat blight; addressing storage of inoperable or abandoned vehicles on public and private property; minimum housing standards for existing dwellings; environmental conditions which may contribute to deterioration in the community; abandoned commercial structures which may contribute to deterioration in the community and overgrown weeds on city rights-of-ways, interstates, vacant lots and lots with vacant houses; and

WHEREAS, a reserve force of city housing and code enforcement officers will assist the full-time employees of the City of Memphis in ensuring a clean and secure environment.

SECTION 1, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that Chapter 48, HOUSING CODE, Article 1 General Provisions, is hereby amended to add Section 24 "Housing and Code Enforcement Reserve Officers" as follows:

Sec. 48-24 Housing and Code Enforcement reserve officers.

Sec. 48-24. Designation, membership and employee status.

This auxiliary city Housing and Code Enforcement force shall be designated as the "Housing and Code Enforcement Reserve Officers" and shall be composed of voluntary membership. They shall be volunteers assigned to the Division of Community Enhancement, and shall not be compensated, including any life or health insurance or other such fringe benefits provided for employees of the city, and shall not be included under the civil service or retirement system of the city.

SECTION 2, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 48 Section 48-25 is hereby added to read as follows:

Sec. 48-25. Diminishing or increasing the force.

The Director of Community Enhancement (“the Director”) may by order diminish or expand the membership of the reserve, as may in his or her judgment be required. The Director shall have complete authority, control and command over the Housing and Code Enforcement Reserve Officers, subject to the provisions of this article. The Director may appoint as members thereof any person he may consider qualified and may reject any application for membership and shall provide for the training of candidates for membership and for the further training of members.

SECTION 3, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 48 Section 48-26 is hereby added to read as follows:

Sec 48-26. When Citation/Summons Deemed Lawful—Complaints

An employee designated as provided in this section is authorized to issue misdemeanor citations in lieu of arrest, for violations of the Housing Code and Articles 1 through 7 and in accordance with the provisions therein. The Director may limit the violations for which the reserve code enforcement officers, individually or as a whole, may issue citations.

SECTION 4, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 48 Section 48-27 is hereby added to read as follows:

Sec. 48-27 Method of appointment and qualifications of members.

- (a) No person shall be considered a member of the Housing and Code Enforcement Reserves until he has been duly appointed by the director, registered on a roster kept by the director, and until he has taken the oath provided for reserve officers.
- (b) Persons eligible for membership shall be not less than twenty-one years of age and shall be citizens of the United States, residents within the limits of the City of Memphis and of excellent character and reputation.

SECTION 5, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 48 Section 48-29 is hereby added to read as follows:

Sec. 48-29 Identification cards, etc

An identification card and such other insignia or evidence of identity as the Director may prescribe shall be issued to each member who must carry such Identification at all times while on duty, and he must surrender them upon the

Termination of his membership.

SECTION 6, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that Chapter 48 Section 48-30 is hereby added to read as follows:

Sec. 48-30 Duties

The duties of the Housing and Code Enforcement Reserves, subject at all times to the direction, supervision and control of the director, shall be to assist in the enforcement of the housing and code enforcement code. The Director shall establish rules and regulations to govern the reserve and to fix the specific duties of its members. He may change such orders from time to time, provided no member shall in any manner perform any act as a member of the housing and code enforcement reserves unless he is specifically designated for duty as such member at the time.

SECTION 7. 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 remained of this Ordinance shall continue in full force and effect.

SECTION 8. 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.

JIM STRICKLAND
COUNCILMAN

MYRON LOWERY
Council Chairman

Attest:
Patrice Thomas, Comptroller



Memphis City Council Summary Sheet

Resolution approving the Temporary Pilot Time-of-Use Residential Rate for participants in MLGW's Smart Grid Demonstration and requesting the Memphis City Council to convene as a ratemaking body for the purpose of approving the Temporary Pilot Time-of-Use Residential Rate.

1. Describe item (Resolution, Ordinance, etc.)

This is a temporary, voluntary time-of-use residential pilot rate that requires rate making action by the City Council. This is a new rate option available for up to approximately 1,000 volunteers who are participating in MLGW's Smart Meter Pilot Project.

2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)

MLGW requests the ratemaking authority of the City Council to enact this temporary rate action.

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

No change. This is a new rate option.

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

Not applicable.

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

None.

RESOLUTION

WHEREAS, pursuant to Section 7 of Chapter 381 of the Private Acts of 1939, which amended the Charter of the City of Memphis, and which section was codified as City of Memphis Charter Section 680 ("Ratemaking Charter Provisions"), authority is granted to the governing body of the City of Memphis to convene as a Ratemaking Board to finally approve the offering of the Temporary Pilot Time-of-Use Residential Rate for Memphis Light, Gas and Water Division ("MLGW"); and

WHEREAS, the Board of Commissioners of MLGW has made application under said Ratemaking Charter Provisions and the City Charter for the Council to hold a public hearing at which time the Council will convene as a Ratemaking Board to consider approval by the Council of the offering of the Temporary Pilot Time-of-Use Residential Rate recommended by MLGW;

WHEREAS, the City Council, as authorized by the Ratemaking Charter Provisions, convened a public hearing as a Ratemaking Board for the purpose of considering approval of the Temporary Pilot Time-of-Use Residential Rate as proposed by MLGW;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, properly convened and sitting as a Ratemaking Board pursuant to Ratemaking Charter Provisions and the Charter as a whole, that the rate application of the Memphis Light, Gas and Water Division consisting of correspondence, written statements and exhibits filed herewith and the resolution of the Board of Light, Gas and Water Commissioners recommending said temporary pilot rates ("MLGW Rate Application") is hereby approved and the Temporary Pilot Time-of-Use Residential Rate is hereby approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
April 21, 2011

The President submitted for consideration of the Board a Temporary Pilot Time-of-Use Residential Rate under the terms of which participants in MLGW's Smart Grid Demonstration may voluntarily opt to be billed, during the period beginning 10/1/2011 and ending 09/30/2012. The Temporary Pilot Time-of-Use Residential Rate will be available only to those residential customers who are participants in MLGW's Smart Grid Demonstration and features "on-peak" and "off-peak" hours during the Summer and Winter billing months. Electricity prices are higher during on-peak hours and lower during off-peak hours as well as during Transition billing months. Saturdays and Sundays, as well as six designated Federal holidays, are considered off-peak during all billing months.

The Temporary Pilot Time-of-Use Residential Rate uses price signals to encourage conservation and load shifting from high-cost/high-demand periods to low-cost/low-demand periods. The customer's ability to respond determines the electricity cost savings. MLGW will offer educational tools to assist customers in evaluating the Temporary Pilot Time-of-Use Residential Rate opportunity and in tracking their electricity usage to encourage maximum benefits.

Customers who choose to elect the Temporary Pilot Time-of-Use Residential Rate option would sign a Voluntary agreement to participate for the entire term of 10/1/2011 through 9/30/2012.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Temporary Pilot Time-of-Use Residential Rate as outlined in the foregoing preamble, is hereby approved in substantially the form attached as Exhibit A hereto.

BE IT FURTHER RESOLVED THAT the Temporary Pilot Time-of-Use Residential Rate is recommended for approval by the Memphis City Council and the President is directed to submit the Temporary Pilot Time-of-Use Residential Rate to the Memphis City Council for approval as a part of the Smart Grid Demonstration project.

BE IT FURTHER RESOLVED THAT the Memphis City Council is hereby requested to convene as a ratemaking body for the purpose of approving the Temporary Pilot Time-of-Use Residential Rate.

BE IT FURTHER RESOLVED THAT the President is directed to cause to be published in a newspaper of general circulation in Shelby County, Tennessee a public notice of the intention of MLGW to seek approval from the Memphis City Council of the Temporary Pilot Time-of-Use Residential Rate at a ratemaking hearing to be convened for that purpose as determined by the City Council.

I hereby certify that this meeting was duly held on the 21st day of April, 2011, at which a quorum was present.

Acting Secretary-Treasurer

**EXHIBIT A
MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
TEMPORARY PILOT TIME-OF-USE RESIDENTIAL RATE**

AVAILABILITY

This Temporary Pilot Time-of-Use Residential Electric Rate option shall be available only to customers participating in MLGW's Smart Grid Demonstration Project and for electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

Electricity supplied under the Voluntary Time-of-Use Residential Electric Rate Agreement is for the exclusive use of the Customer and shall not be resold or shared with others.

CHARACTER OF SERVICE

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by MLGW. Multi-phase service shall be supplied in accordance with MLGW's standard policy.

BASE CHARGES

Customer Charge: \$11.20 per month, less
Hydro Allocation Credit: \$1.60 per month

Energy Charge:

Summer On-Peak kWh per month	\$0.12800
Summer Off-Peak kWh per month	\$0.04385
Winter On-Peak kWh per month	\$0.07426
Winter Off-Peak kWh per month	\$0.04385
Transition kWh per month	\$0.04385

DETERMINATION OF SEASONAL PERIODS

Summer Period shall mean the June, July, August, and September calendar months. Winter Period shall mean the December, January, February, and March calendar months. Transition Period shall mean the April, May, October, and November calendar months.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, on-peak hours for each day shall be (a) from 12 p.m. to 8 p.m. during the Summer Period and (b) from 4 a.m. to 10 a.m. during the Winter Period. All other hours of each day and all hours of such excepted days shall be off-peak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect.

TENNESSEE VALLEY AUTHORITY FUEL COST AND PURCHASED POWER ADJUSTMENT RIDER

The above rates are subject to adjustment under the provisions of the Tennessee Valley Authority Fuel Cost and Purchased Power Adjustment Rider.

ADJUSTMENT

The base energy charge shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, the base energy charge and the hydro allocation credit shall be increased or decreased to correspond to increases or decreases determined by TVA in the value of the hydro generation benefit allocated to residential customers.)

MINIMUM MONTHLY BILL

The base customer charge, as reduced by the hydro allocation credit, constitutes the minimum monthly bill for the Customer unless the Customer is one for whom a higher minimum monthly bill is required under MLGW's standard policy because of special circumstances affecting MLGW's cost of rendering service.

Bills will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under MLGW's standard policy.

SINGLE-POINT DELIVERY

The charges under the TOU Agreement are based upon the supply of service through a single delivery and metering point, and at a single voltage.

Service is subject to the Rules and Regulations of MLGW.



Memphis City Council Summary Sheet

1. Item is Resolution accepting and appropriating FY2010 Neighborhood Stabilization Program 3 funds in the amount of \$5,195,848.00 from the U.S. Department of Housing and Urban Development (HUD) to the FY2011 budget for the Division of Housing and Community Development.
2. The initiating party is the Division of Housing and Community Development / CD90030-Planning and Grants Department.
3. This resolution is not a change to an existing ordinance or resolution.
4. Resolution does not require a new contract, or amends an existing contract.
5. No contracts, expenditure of funds, or budget amendments are required.

RESOLUTION

WHEREAS, the City of Memphis Division of Housing and Community Development (HCD) has received Neighborhood Stabilization Program 3 (NSP3) grant funds in the amount of Five Million One Hundred Ninety-Five Thousand Eight Hundred Forty Eight Dollars (\$5,195,848.00) from the U.S. Department of Housing and Urban Development; and

WHEREAS, HCD received these funds under the third round of the Neighborhood Stabilization Program funding which is allocated on a formula basis and is designed to assist communities hardest hit by foreclosures and delinquencies; and

WHEREAS, these funds will be used by HCD for demolition, rehabilitation, and redevelopment activities that impact properties and neighborhoods affected by foreclosures and resulting blight; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2011 Operating Budget to establish funds for the FY2011 Neighborhood Stabilization Program 3 grant; and

WHEREAS, it is necessary to appropriate the FY2011 grant funds in the amount of Five Million One Hundred Ninety-Five Thousand Eight Hundred Forty Eight Dollars (\$5,195,848.00) for the Neighborhood Stabilization Program 3 Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the University Place Demolition and Planning Grant funds in the amount of University Place Demolition and Planning Grant) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2011 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Neighborhood Stabilization Program 3 Grant in the amount of Five Million One Hundred Ninety-Five Thousand Eight Hundred Forty Eight Dollars (\$5,195,848.00) as follows:

REVENUES

U.S. Department of Housing and Urban Development	<u>\$5,195,848.00</u>
Total	\$5,195,848.00

EXPENDITURES

Demolition	\$1,558,754.00
Administration	\$259,792.00
Rehabilitation	\$718,302.00
Redevelopment	<u>\$2,659,000.00</u>
Total	\$5,195,848.00



Memphis City Council Summary Sheet

Resolution to accept WIA Title One Dislocated Worker (ARRA) Grant funds from the State of Tennessee Department of Labor and Workforce Development.

- This item is a resolution to accept grant funds from the State of Tennessee, Department of Labor and Workforce Development in the amount of \$350,000.00. These funds will be used for the WIA Title One Dislocated Worker Program.
- The State of Tennessee Department of Labor and Workforce Development, which acts as a pass-through for the U.S. Department of Labor, allocated these grant funds to the Workforce Investment Network.
- This is a new grant award, pending council acceptance.
- Acceptance of these funds will require a new contract between the State of Tennessee and the City of Memphis, which acts as the administrative entity for the Workforce Investment Network.
- Acceptance of these funds will require an amendment to the FY2011 operating budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Workforce Investment Network has received grant funds in the amount of Three Hundred Fifty Thousand Dollars, (\$350,000.00) from the State of Tennessee Department of Labor and Workforce Development; and

WHEREAS, these funds will be used to provide a contingency fund for WIA Title One Dislocated Worker Program; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2011 Operating Budget to establish funds for the WIA Title One Dislocated Worker Program; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Three Hundred Fifty Thousand Dollars, (\$350,00.00) for the WIA Title One Worker Dislocated Program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the WIA Title One Dislocated Worker Program in the amount of Three Hundred Fifty Dollars, (\$350,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2011 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the WIA Title One Dislocated Worker Program in the amount of Three Hundred Fifty Thousand Dollars, (\$350,000.00) as follows:

Revenue

State of Tennessee Department of Labor WIA Title One Dislocated Worker Program Funds	<u>\$350,000.00</u>
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TOTAL	\$350,000.00
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Expense

WIA Title One Dislocated Worker Program Funds	<u>\$350,000.00</u>
TOTAL	350,000.00



Memphis City Council Summary Sheet

Resolution to establish a new CIP project number GA01013 to improve the infrastructure component of rail improvements to be installed on President's Island.

- This item is a resolution to establish a new CIP project number GA01013 to improve the infrastructure component of rail improvements to be installed on President's Island.
- The resolution is requested by the Executive Division to access funds from the Economic Development Program to further the City's efforts in maximizing public funds in the creation of incentives to enhance the recruitment and retention of businesses in the City of Memphis.
- There is no change to an existing resolution or ordinance
- This resolution will require new contracts when materials and work orders are bided. The resolution does not amend an existing contract.
- An expenditure of G.O. Bonds will be required. The FY 2011 CIP Budget will be amended.

RESOLUTION

WHEREAS, THE CITY OF MEMPHIS, by the Mayor, and with the City Council, in the FY 2011 Capital Improvement Budget, allocated \$5,000,000 dollars designed to leverage and maximize public funds in the creation of incentives in the recruitment and retention efforts of businesses in the City of Memphis

WHEREAS, the City of Memphis, through the Division of Housing and Community Development established the Economic Development Program (CD01087) as part of the adopted FY 2011 CIP Projects to further the City's efforts in maximizing public funds in the creation of incentives to enhance the recruitment and retention of businesses in the City of Memphis; and

WHEREAS, The City of Memphis, is requesting funding to improve the public infrastructure component of rail improvements to be installed on President's Island in Memphis, TN; and

WHEREAS, new tracks will be installed to add rail storage capacity; and

WHEREAS, total City funds of three million dollars (\$3 million) will be invested over fiscal years to fund earthwork for new rail track, public roads, and utility relocation; and

WHEREAS, the intent is to use funding to improve the rail service available to existing and prospective businesses on President's Island; and

WHEREAS, these improvements to rail infrastructure on President's Island will have an overall positive economic development impact on the City of Memphis.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Memphis that the Fiscal Year 2011 CIP Budget be and is hereby amended by establishing an allocation for "Rail Infrastructure/President's Island" Project in the amount of \$1,000,000 One Million Dollars & 00/100); and

Be It Further Resolved that the allocation be appropriated in the sum of \$1,000,000 funded by the Economic Development Program Project (CD1087) as follows:

Revenues:

Economic Development Program	\$1,000,000.00
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Expense

Rail Infrastructure President's Island	\$1,000,000.00
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