

City of Memphis

TENNESSEE

A C WHARTON, JR.
MAYOR

March 19, 2013

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

Dear Chairman Flinn:

Subject to Council approval, it is my recommendation that:

Yolanda R. Kight

be appointed to the joint position of the Memphis and Shelby County Joint Board of Appeals with a term expiring May 2, 2015.

I have attached biographical information.

Sincerely,


A C Wharton
Mayor

ACW/lar

c: Council Members



City of Memphis

BIOGRAPHICAL INFORMATION
APPOINTMENT TO BOARD/COMMISSION

JOINT BOARD OF APPEALS

BOARD/COMMISSION

Name: YOLANDA R. KIGHT Race BLACK M F

E-Mail Address: YRKIGHT@GMAIL.COM Fax 901-761-3074

Profession/Employer: ATTORNEY/KIGHT LAW FIRM

Business Address: 4081 RIVERDALE ROAD SUITE 104
Zip 38115 Phone: 901-761-3045

Education: JURIS DOCTORATE/CECIL C. HUMPHREYS SCHOOL OF LAW AT U OF M

Name of Spouse: NA Number of Children: 3

Home Address: 2742 TANGBOURNE DRIVE Phone: 901-870-6738

City: MEMPHIS State: TN Zip: 38119

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? 42 YEARS

Professional Organization/Associations:

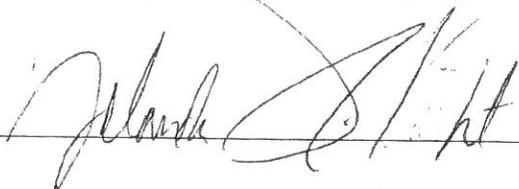
American Bar Association, Memphis Bar Association, National Bar Association, Tennessee Bar Association, Association for Women Attorneys (Student President, Liason, and TLAW Representative), Association for Black Women Attorneys, Leo Bearman, Sr. American Inn of Court (Associate Member 2003-2005 term),

Other Organizations/Association:

Shelby County Democratic Party (Parliamentarian 2011-2012), Power Center Community Development Corporation (Board Member-present), Alpha Kappa Alpha Sorority, Inc.

Other Interests:

I am currently attending Jamileh Kamran Arkansas Fashion School in Little Rock every Saturday to prepare myself for Fashion Designing and I am also pursuing opening a home for girls.

Signature  Date 3/5/13

YOLANDA R. KIGHT, ATTORNEY

The Kight Law Firm
Global Title and Escrow Company
Office: 4081 Riverdale Road Suite 104
Memphis, TN 38115
Office 901.761.3045 Cell 901.870.6738
yrkight@gmail.com

PRACTICE AREAS:

Bankruptcy, Debtor/Creditor, Personal Injury, Residential and Commercial Real Estate Transactions, Probate, Wills and Estates, Mediation, Collaborative Law, Business Transactions, Business Entities, Landlord Tenant, Estate Planning, Family Law, Juvenile Law, Child Advocacy, and Social Security and Disability

Bar Membership: Member of the Tennessee Bar

PROFESSIONAL EXPERIENCE:

The Kight Law Firm and Global Title and Escrow Company, PLLC (2005-present)

Our attorneys serve as counsel for clients in a variety of legal matters including bankruptcy, debtor/creditor, personal injury, business transaction and business litigation, real estate transaction and litigation, probate and wills and estates, social security and disability, and family law matters including divorces and child advocacy, mediations. In this capacity, we draft legal memoranda, motions, and pleadings, conduct and defend depositions, draft settlement agreements, attended hearings, conduct trials, draft contracts for general business transactions, prepare documents necessary to establish business entities, draft lease agreements and other documents for real property transactions, and serve as closing attorney for residential and commercial closings, and serve as mediator in family law and general civil matters.

Community Legal Services (2005-2006)

Assisted the clinic by providing legal services in divorce matters to individuals with low income who were representing themselves.

University of Memphis, University College (2005-2006)

Served as adjunct professor for the senior writing project.

Mark B. Miesse and Associates, P.C./Nashoba Escrow Company, Inc. (2005-2006)

Served as closing attorney for residential closings in which I drafted contracts, settlement documents, lease agreements, and other documents for real property transaction.

Fearnley Califf Martin McDonald Tate & Kimbrow, (2004-2005)

Drafted contracts, settlement documents, lease agreements, and other documents for real property transactions including land use and zoning matters, draft contracts for general

business transactions, served as closing attorney for residential and commercial closings, establish business entities, draft legal memoranda, motions, and pleadings in various actions including business litigation, bankruptcy, and probate matters.

Armstrong Allen, PLLC (now known as Adams and Reese) (2002-2004)

Drafted legal memoranda, motions, and pleadings in various actions including family law matters, business litigation, personal injury, medical malpractice, and bankruptcy, conducted research on real estate and other business litigation matters, personal injury, conducted and defended depositions on various matters including breach of contract issues and personal injury, drafted settlement agreements, attended hearings, conducted trials.

ACADEMIC PREPARATION:

Masters of Divinity, Memphis Theological Seminary, 2010-present

Doctor of Jurisprudence, Cecil C. Humphreys School of Law, University of Memphis, 2002

Activities: University of Memphis Law Review (Member 2000-2002), Author-Present Competency to be Executed—Van Tran v. Tennessee: Common Law and Constitutional Prohibitions Against Executing the Insane and the Inherent Authority of the Tennessee Supreme Court to Adopt and Enforce These Rights, Case Comment published Spring 2001, Graduate Assistant for Tennessee-Pre-Law Fellowship Program and Dean of Student Affairs, Leo Bearman Sr. American Inn of Courts (2000-2002), Association for Women Attorneys (Student Chapter President 2001-2002, Board Member/Professional Liaison 2000-2001), Student Bar Governor 1999, Black Law Student Association.

Honors and Awards: Who's Who Among Students in American Universities and Colleges, Cecil C. Humphreys Fellowship Award, Dean's Award of Excellence for Best Memorandum, Dean's Distinguished Service Award (2001, 2002, 2003), Mock Trial Finalist (2001), Association for Women Attorneys Scholarship, Joseph Henry Shepherd Scholarship, Ratner and Sugarmon Scholarship.

Paralegal Studies, University College, University of Memphis, 1998

Honors and Awards: Most Outstanding Paralegal Award, Dean's List

Bachelors in Business Administration, Lemoyne-Owen College, Cum Laude, 1996

ACTIVITIES AND AFFILIATIONS:

American Bar Association, Memphis Bar Association, National Bar Association, Tennessee Bar Association, Association for Women Attorneys (Student President, Liason, and TLAW Representative), Association for Black Women Attorneys, Leo Bearman, Sr. American Inn of Court (Associate Member 2003-2005 term), Shelby County Democratic Party (Parliamentarian), Power Center Community Development Corporation (Board Member), Junior League of Memphis, Memphis Urban League Young Professionals, Ira Samuelson Boys and Girls Club of Greater Memphis Board Member, League of Women Voters, and Growing in Grace Leadership Training School.

MEMPHIS & SHELBY COUNTY JOINT BOARD OF APPEALS

17 Member Board

(13) Jointly & (4) Technical & (2) Ex-Officio

Oath of Office Required

Staggered Terms

1 Vacancy

James L. Burke	M/W	05-02-13	3yr. Term
David Canup	M/W	05-02-14	3yr. Term
Fred Collier	M/W	05-02-15	3yr. Term
Ella Davis -resigned	FB	05-02-12	3yr. Term
David Dixon	M/W	05-02-14	3yr. Term
Michael Harless	M/W	05-02-13	3yr. Term
Brian Mann	M/W	05-02-15	3yr. Term
Oscar Pruitt	M/B	05-02-13	3yr. Term
Jamnu Tahiliani	M/O	05-02-14	3yr. Term
James Thomas	M/W	05-02-15	3yr. Term
Gary Wagoner	M/W	05-02-14	3yr. Term
Don White	M/W	05-02-14	3yr. Term
Vacancy		05-02-12	3yr. Term

ORDINANCE NO. _____
AN ORDINANCE TO AMEND ARTICLE VIII, § 2-270 OF THE CODE OF
ORDINANCES RELATIVE TO ARBITRATION OF LABOR DISPUTES, TOTAL
IMPASSE PROCEDURES AND PRESERVATION OF CHARTER POWERS OF
MAYOR AND COUNCIL

WHEREAS, Referendum Ordinance No. 2766 authorized a referendum election on the question “Shall the Home Rule Charter of the City of Memphis, Tennessee be amended by including a ‘Disciplinary Action Against Striking Employees’ section;

WHEREAS, Referendum Ordinance No. 2766 included a separate provision authorizing the Council to set up, by Ordinance, procedures for arbitration of economic issues of municipal labor disputes;

WHEREAS, the Council desires to clarify the scope of and the limitations on the City’s impasse procedure and to clarify ambiguities in the procedures for arbitrating labor disputes;

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

Section 1. Total Impasse Procedure. Article VIII, Section 2-270 is hereby repealed in its entirety and the following provisions are substituted in lieu thereof:

A.

General provisions.

1.

Definitions. As used in this section the following terms shall have the indicated meanings:

Business day means a day other than a Saturday, Sunday or legal holiday under the laws of Tennessee.

Economic items shall be defined as any item involving the expenditure of City funds which relate to an identifiable portion of any recognized employee unit and which expenditures provide to employees of such employee units direct economic employee benefits; provided, however, in the event of a dispute concerning the economic nature of any expenditure, any expenditure that provides employees with a direct economic employee benefit will be presumed to be an economic item.

Negotiations deadline means that point in time which is 90 days prior to the expiration date of a current memorandum of understanding, or, in the event of an economic reopener, 90 days prior to the ensuing term of any memorandum.

Non-economic items means any item such as pension benefits and any other items or expenditures excluded by the Charter of the City, or other state laws even though such items or expenditures may involve expenditures providing employees direct economic benefits. Any item which does not involve any expenditure of City funds for a direct economic employee benefit shall not be considered an economic item.

Total impasse means that point at which each party declares its last position in economic items to be final and each party declares such position to be unacceptable, or the parties fail to agree to all economic terms of a memorandum by midnight of the negotiations deadline.

2. Scope of Impasse Procedure

a. Pursuant to Referendum Ordinance No. 2766 the Council was authorized by Ordinance to set up procedures for the arbitration of economic issues of municipal labor disputes between the City and its employees by the Council or a committee of the Council;

b. Referendum Ordinance No. 2766 contemplated that the Council or a committee of the Council would be impartial arbiters of any municipal labor disputes over economic issues between the City and its employees;

c. Referendum Ordinance No. 2766 did not affect or displace the power and authority of the Mayor to Contract on behalf of the City, subject to expenditures in any such contract being limited by amount(s) set forth in the budgets duly established by the Council from time to time;

d. Notwithstanding any action of a three (3) member arbitration committee of the Council appointed hereunder to arbitrate any municipal labor disputes over economic issues between the City and its employees or any action of the Council to veto any recommendation of the three (3) member arbitration committee of the Council, any proposed expenditures under any memorandum of understanding between the City and its employees resulting from this impasse procedure shall be limited by amount(s) set forth in the budgets duly established and approved by the Council from time to time and the Council shall not be bound to fund any expenditures in any such memorandum of understanding or for any set duration if the same is not in the public's interest after considering the financial condition and needs of the City as a whole.

e. By submitting any municipal labor disputes over economic issues for arbitration hereunder, the City and its employees agree to be bound by any limitation on expenditures set forth in the budgets duly established and approved by the Council from time to time for any economic items made a part of any memorandum of understanding as a result of the arbitration procedures hereunder. All memoranda of understanding shall specifically state that the economic provisions of any such memoranda are expressly limited by expenditures set forth in the budgets duly established and approved by the Council from time to time.

f. The arbitration procedures set forth herein shall be a final resolution of any municipal labor disputes over economic issues submitted for arbitration hereunder without any further appeals.

g. Any memorandum of understanding between the City and any recognized employee unit shall not be in derogation of and shall be expressly subject to the power and authority granted the Mayor under the Home Rule Charter of the City to administer, supervise and control all divisions, officers and employees of the City under his supervision and control, including the power to suspend

or remove any such officers or employees of the City (“Management Rights”), subject only to provisions of the charter, including civil service regulations. Every memorandum of understanding shall expressly preserve Management’s Rights to administer, supervise and control all divisions, officers and employees of the City.

h. Nothing in this ordinance shall be construed to authorize the City to enter into collective bargaining agreements that are enforceable under Tennessee law.

B.

Binding Arbitration Procedures for Resolving Impasses over Economic Items

1. The final position of the City on economic items as defined in this section shall be in writing and shall be designated as the final offer. If the City presents its final offer more than three business days prior to the negotiations deadline, then, after the City presents its final offer, the organization(s) shall indicate in writing its acceptance of that final offer or its final position on economic items as defined in this section. This response of the organization(s) shall be made before the negotiation deadline.
2. If the City makes its final offer to the organization(s) less than three business days before the negotiations deadline, the chief spokesperson of the organization(s) shall tentatively accept or reject the offer in writing at the same negotiation session that the final offer of the City was received. If the organization(s) rejects the final offer of the City, the organization(s), through its chief spokesperson, shall set forth in writing the final position on economic items, as defined in this section of the organization(s), at the time of the rejection of the final offer of the City and during the same negotiation session that the final offer was received. If, after the tentative acceptance by the organization(s) of the final offer of the City, the employees of the organization(s) fail to ratify the final offer of the City, then the final position of the organization(s) shall be its last position at the bargaining table, before the final offer of the City had been given.

3. Items, economic or noneconomic, mutually agreed to prior to the declaration of impasse as defined in subsection (A)(1) of this section shall be made part of any future memorandum of understanding. Non-economic items not mutually agreed to prior to the declaration of impasse as defined in subsection (A)(1) of this section will remain as stated in the previously agreed upon memorandum between the parties.
4. At any time before the point of impasse, either party (with written notice to the other party) may call for the appointment of a mediator to assist the parties in negotiating terms of a memorandum of understanding. It shall be the function of the mediator to bring the parties together to attempt to effectuate a settlement of outstanding issues. The mediator shall have no power to compel either of the parties concerning any aspect of negotiations or the memorandum to be negotiated. The mediator may be selected by agreement of the parties (with each party agreeing to share equally in the costs) or by a request by either party to the Federal Mediation and Conciliation Service for the appointment of a federal mediator.
5. *Procedure after seven consecutive days of impasse.* In the event a total impasse is reached and the impasse continues for seven consecutive days ("seven-day period") after the negotiations deadline, the following procedures shall be followed:
 - a. Each party, or any one of the parties, shall, before 5:00 p.m. on the next business day following the expiration of the seven-day period, give written notice to the chairperson of the Memphis City Council, and, to the other party, that a total impasse in discussions has been reached (the "Impasse Notice"). At the executive session or regular Council meeting in the week next following the receipt of the Impasse Notice, the chairperson of the Memphis City Council will conduct a drawing by lot to establish, from the members of the Memphis City Council, a three-member impasse resolution committee, (the "committee"). The first two selections will be for committee members and the third will be for the committee chairperson. At the meeting in which the chairperson of the committee is selected, each party shall deliver to the committee chairperson a notice that identifies the specific economic items which are at

impasse. It is the duty of Council members to serve on impasse committees, if selected.

- b. The committee shall develop a combined list of impasse items which must be in accordance with the final position of the parties in subsection (B)(1) of this section on or before 5:00 p.m. on the second business day next following the committee's selection.
- c. Each party shall submit in writing to the committee the last best offer with respect to such items which each party proposed at the time of total impasse on or before the fourth business day next following receipt of the combined list of impasse items required by subsection (B)(5)(b) of this section. The final position of each party as defined in subsection (B)(1) of this section shall be considered its last best offer for the purpose of this section. Any supporting information must also be presented at this time and all economic items must be addressed.
- d. The committee is to determine which total package constituting the last best offer on "economic items" as defined in this section of either the City or the organization(s) shall be made part of the new memorandum of understanding between the City and the organization(s). The committee may not alter the last best offer of either party. No member of the Committee or the Council shall be authorized to negotiate with either the City or the organization(s) to change their respective last best offers. The City and ultimately the Council, if necessary, shall act only as the final arbiter of the impasse between the City and the organization(s).
- e. The committee shall establish its own rules and procedures and conduct such investigations and hearings as it deems appropriate but with adequate opportunity for the City administration and the organization(s) to present their respective positions. The committee shall also make the final determination of which items are economic consistent with this ordinance in the event of a dispute between the parties. The committee shall adopt for recommendation to the Memphis City Council the last best offer on "economic items" as defined in this section of either the City or the organization(s).

- f. In an expeditious manner, the committee shall file a written report on the last best offers submitted by both parties and a recommendation of one of the offers as the final resolution of the dispute with the Chairman of the Memphis City Council and shall promptly submit a copy to both parties and all members of the Memphis City Council. This report shall be filed not later than the earlier of (i) 30 days from submission of the dispute to the committee, or (ii) the last Monday of the month in which the committee concludes its impasse hearings. If, after receiving the committee's report, the Council does not, at one of the next two regularly scheduled City Council meetings, veto the recommendation by a majority vote of its membership, then the committee's recommendation shall be the final disposition of the impasse between the City and the organizations(s). In order for a resolution to veto the committee's recommendation to be placed on the Council's regular meeting agenda, two or more Council members must request the Council Chairman to add the Committee report as an agenda item to the agenda of either of the two regularly scheduled City Council meetings next following the filing of the Committee Report as long as the request is made to the Council Chairman on or before noon of the Friday before the applicable meeting. The Council Chairman shall immediately cause notice of the meeting to be given to the City and the organizations(s). At the City Council meeting when the committee report is to be discussed, each of the parties is to be given thirty (30) minutes to present a summary of the issues and their positions, unless this time is extended by the Council. The Council may then either accept the last best offer recommended by the committee or determine that the last best offer on "economic items" of the party not selected and recommended by the committee shall be made part of the new memorandum of understanding between the City and the organization(s).
- g. Once this impasse resolution procedure has been implemented by notification of the chairperson as provided for in subsection (B)(5)(a) of this section, neither party may alter their final position as defined in subsection (B)(1) of this section. However, either party may, at any time, accept the final position total package of the other party as originally submitted to the City Council. Such acceptance shall be the final

understanding. Further, the parties may mutually agree upon some or all items at impasse any time before final Council action at positions the same or different than their final position. Such mutually agreed upon items will be removed from the impasse list of both parties by notification to the chairperson of the Council and shall be made a part of any future memorandum of understanding.

Section 2. Nonconflicting – Conflicting laws.

BE IT FURTHER ORDAINED That all laws constituting the present Code of Ordinances of the City of Memphis be and the same are here continued in full force and effect, and all laws in conflict therewith are hereby repealed.

Section 3. Severability.

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 to be unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 4. Effective Date.

BE IT FURTHER ORDAINED 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.

EDMUND FORD, JR.
Council Chairman

Attest:

Comptroller



Memphis City Council Summary Sheet

LICK CREEK DRAINAGE DISTRICT-SNOWDEN SCHOOL DRAINAGE REPAIR

Resolution Appropriating Construction Funds for ST03118 LICK CREEK DRAINAGE DISTRICT-SNOWDEN SCHOOL DRAINAGE REPAIR

- This project will add a detention basin in the athletic field at Snowden school as recommended in the Lick Creek Storm Water Plan. The project will also add additional drain inlets and improved infrastructure on Tutwiler Avenue adjacent to Snowden School.
- This project was initiated by the Public Works Division and is being administered by the Engineering Division.
- The construction is to be provided by ENSCOR, LLC. An MBE Goal of 30% was approved for this project.
- This project is funded 100% by the Storm Water enterprise fund.

This is a resolution appropriating Construction Funds for ST03118 Lick Creek Drainage District-Snowden School Drainage Repair

WHEREAS, the Council of the City of Memphis approved Drainage-ST, project number ST03006, as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on February 1, 2013 for Drainage Repair at Lick Creek Drainage District with the lowest complying bid of eight bids being \$695,073.00 submitted by Encor, LLC; and

WHEREAS, it is necessary to transfer an allocation of \$750,679.00 funded by G O Bonds – General (Storm Water) from Drainage-ST, project number ST03006, to Snowden Detention project number ST03118; and

WHEREAS, it is necessary to appropriate \$750,679.00 funded by G O Bonds – General (Storm Water) in Snowden Detention, project number ST03118 as follows:

Contract Amount	\$695,073.00
Project Contingencies	<u>55,606.00</u>
Total Amount	\$750,679.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$750,679.00 funded by G O Bonds – General (Storm Water) from Drainage-ST, project number ST03006, to Snowden Detention, project number ST03118.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$750,679.00 funded by G O Bonds – General (Storm Water) chargeable to the FY 2013 Capital Improvement Budget and credited as follows:

Project Title	Snowden Detention
Project Number	ST03118
Total Amount	\$750,679.00



**Memphis City Council
Summary Sheet
Gayoso Sewer Pumping Station Rehabilitation**

1. This is a construction project to replace three (3) sanitary sewer pumps and certain other appurtenances at the Gayoso Sewer Pumping Station.
2. This item is being submitted by Public Works (Environmental Engineering)
3. This item does not change an existing ordinance or resolution.
4. This item does require a new contract.
5. This item requires an expenditure of funds.
6. The MWBE Goal for this project was 6%.

This is a resolution appropriating Construction Funds for SW02107 Gayoso Sewer Lift Station Rehabilitation

WHEREAS, the Council of the City of Memphis approved Rehabilitation Existing Sewers, project number SW02001, as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on February 22, 2013 to replace three sanitary sewer pumps and other appurtenances at the Gayoso Sewer Pumping Station with the lowest complying bid of three bids being \$2,459,350.00 submitted by Blakley Construction Services, LLC; and

WHEREAS, it is necessary to reduce Sewer Revenue Bonds in Rehab Existing Sewers, project number SW02001 and establish an allocation funded by Capital Pay Go-Sewer in Gayoso Sewer Lift Station, project number SW02107; and

WHEREAS, it is necessary transfer a construction allocation of \$2,705,285.00 from Rehab existing Sewers, project number SW02001 to Gayoso Sewer Lift Station, project number SW02107; and

WHEREAS, it is necessary to appropriate \$2,705,285.00 funded by Capital Pay Go-Sewer in Gayoso Sewer Lift Station Rehabilitation project number SW02107 as follows:

Contract Amount	\$2,459,350.00
Project Contingencies	<u>245,935.00</u>
Total Amount	\$2,705,285.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by reducing Sewer Revenue Bonds in Rehab Existing Sewers, project number SW02001 and establish an allocation funded by Capital Pay Go-Sewer in Gayoso Sewer Lift Station Rehabilitation, project number SW02107 in the amount of \$2,705,285.00 to replace three sanitary sewer pumps and other appurtenances at the Gayoso Sewer Pumping Station.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$2,705,285.00 funded by Capital Pay Go-Sewer chargeable to the FY 2013 Capital Improvement Budget and credited as follows:

Project Title	Gayoso Sewer Lift Station Rehabilitation
Project Number	SW02107
Total Amount	\$2,705,285



Memphis City Council Summary Sheet

- 1. This item is a Resolution to appropriate \$70,000.00 in Contract Construction and to transfer and appropriate \$25,000.00 from Furniture Fixtures & Equipment to Contract Construction for PK01024, Rec/Aquatic Facilities Major Maintenance for the repair and replacement of HVAC units at various community centers made by General Services.**
- 2. The initiating party is the Division of Parks and Neighborhoods.**
- 3. This Resolution does not change any existing Ordinance or Resolution.**
- 4. This Resolution does not require a new contract.**
- 5. This Resolution does require an expenditure of funds in the amount of \$95,000.00.**



***A Resolution to appropriate funds in Contract Construction for
Rec/Aquatic Facilities Major Maintenance.***

WHEREAS, the Council of the City of Memphis did include Rec/Aquatic Facilities Major Maintenance, CIP Project Number PK01024, as part of the Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, funds are provided in the FY2013 CIP Budget to make necessary improvements and repairs at existing recreational and aquatic facilities; and

WHEREAS, repairs exceeding \$95,000 have been made by General Services for the repair and replacement of HVAC units at various Community Center locations; and

WHEREAS, it is necessary to appropriate an allocation of \$70,000.00 in Contract Construction funded by G. O. Bonds General; and

WHEREAS, it is necessary to transfer and appropriate allocated funds of \$25,000.00 from Furniture Fixtures and Equipment to Contract Construction funded by G.O. Bonds General.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$70,000.00 in Contract Construction funded by G. O. Bonds General, chargeable to the Fiscal Year 2013 Capital Improvements Budget; and

BE IT FURTHER RESOLVED by the Council of the City of Memphis that there be and is hereby transferred allocations of \$25,000.00 from Furniture Fixtures and Equipment to Contract Construction with said appropriation being credited as follows:

Project Title:	Rec/Aquatic Facilities Major Maintenance
Project Number:	PK01024
Project Cost	\$95,000.00