

Memphis City Council Resolution

Whereas, on February 5, 2013, the City Council approved the Administration's request to replace the term "legal dependents" as outlined in a 1993 resolution, with the term "spouse and minor children" and adding a stipulation that the recipients be paid "in equal shares" when a death benefit under the line-of-duty policy is enforced; and

Whereas, in March 2013, the Council amended the death benefit payment by providing a minimum payout of at least \$100,000 or an amount equal to five times the employee's base salary rounded up to the next thousand dollars, whichever is higher, not to exceed \$350,000; This benefit was in addition to the death benefits provided for in the City's Personnel Manual; and

Whereas, it is deemed prudent to provide additional clarity to the line of duty death benefit policy to ensure that the loved ones and designated recipients of any employee killed in the line of duty will not endure additional pain and suffering by the loss of income; and

Now, Therefore, Be it Resolved by the Memphis City Council that the sums as outlined (see above) in the March 2013, resolution will remain unchanged.

Be it Further Resolved by the Memphis City Council that upon adoption of this resolution the line of duty benefit will be distributed in the following manner:

(1) to the surviving spouse and surviving children in equal shares; if there is no spouse or any surviving child or children; to the

(2) surviving beneficiary or beneficiaries in shares per the employee's designation, or otherwise, in equal shares, as designated in the most recently executed beneficiary form on file at the time of death with the City of Memphis; or to the

(3) surviving beneficiary or beneficiaries in shares per the employee's designation, or otherwise, in equal shares as designated in the most recently executed life insurance policy on file at the time of death with the City of Memphis. If there are multiple insurance policies with the same date on file with the City of Memphis, the proceeds will be allocated among the surviving beneficiaries so listed on the policies, in equal shares; or

(4) if there is no beneficiary as outlined in paragraphs (1), (2), or (3), the proceeds will be allocated to the estate pursuant to applicable laws of the State of Tennessee.

Be it Further Resolved that a *child* is defined as follows:

1. The term "child," as of any date, means the legitimate, stepchild, legally adopted, or legally recognized, son or daughter of a participant who:

Has not reached age 18 and has a legal guardian;

Is disabled as defined in subsection b of this definition; or

For purposes of insurance coverage and annuity, satisfies each of the following conditions:

(a) Has reached age 18, but not age 25.

(b) Is unmarried.

(c) Is not employed on a full-time basis.

(d) Is in full-time attendance as a student at an educational institution.

A student is considered full time if enrolled in a non-correspondence course and carrying a subject load that is considered full time for day students under the institution's standards and practices. In case of high schools and vocational schools, including technical, trade, business and similar schools, a student is considered to be in full-time attendance if the school considers him or her a full-time student under its standards and practices.

Certification by the educational institution of full-time attendance is required to satisfy the definition under this subsection 6.a.iii. For purposes of this definition, the term "educational institution" means all public schools, colleges and universities, all accredited private schools, colleges and universities, and any non-accredited school, college or university if its credits are acceptable in an institution that is state approved and/or accredited by one of the six regional accrediting organizations recognized by the U.S. Department of Education.

2. The term "disabled child" means any child who has reached age 18, is unmarried and is severely disabled, but who is not in the custodial care of a governmental institution. A child shall be considered severely disabled if he or she is unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment where such impairment results from anatomical, physiological or psychological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques presented in an acceptable and satisfactory manner to the board, both for initial determination and ongoing confirmation of status as a disabled child.

October 6, 2015
Harold Collins

09-29-2015



Memphis City Council Summary Sheet

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

This proposed Resolution provides funding to two 501(c)(3) organizations in the amount of 150,000 each for the implementation of a Clean Pathways initiative to address issues such as blight, litter and illegal dumping around schools and to reduce poverty and crime within the city limits.

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

Public Works

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

This is a new resolution.

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

This resolution requires execution of a grant agreement.

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

This requires a budget amendment to allow for the disbursement of grant funds.

**GRANT AGREEMENT BETWEEN THE CITY OF MEMPHIS AND
FREEDOM FROM UNNECESSARY NEGATIVES (F.F.U.N.)**

WHEREAS, it is vital to the growth and development of the City of Memphis (the “City”) that issues such as blight, litter, illegal dumping, and others be mitigated so as to promote a more sustainable and livable City.

WHEREAS, the City is committed to promote a higher quality of life and in accordance with the its objectives has a goal to reduce poverty, crime, and blight within the City of Memphis limits;

WHEREAS, Freedom From Unnecessary Negatives (F.F.U.N.), a grassroots 501 (c) (3) organization founded in 2003 by Stevie Moore that deals with the negative influences on our urban youth and community and having the objective to provide holistic alternatives for youth and young adults has agreed to partner with the City in these efforts;

WHEREAS, the City has proposed to implement the Clean Pathways program whereby F.F.U.N. will be performing the following activities around assigned Shelby County Schools and Achievement Schools within the City of Memphis limits:

1. removal of roadside litter
2. removal leaves and debris from drains and gutters
3. removal of illegally dumped trash/debris
4. removal of illegally dumped/discarded tires
5. vacant lot overgrowth mitigation
6. removal of leaves and other debris from vacant lots
7. ROW/impassable sidewalk overgrowth mitigation
8. report graffiti
9. report makeshift roadside memorials
10. removal of illegal advertising signs
11. report board/secure of vacant structures
12. engaging school staff on blight issues
13. engaging neighborhood leaders on blight issues
14. reporting road hazards and potholes to Street Maintenance
15. being trained and reporting top-ten code violations to Code Enforcement
16. reporting larger illegal dumping issues to Solid Waste Management
17. reporting downed electrical wires
18. reporting downed/damaged street signs to the City;

WHEREAS, the Storm Water Program will make available Thirty Seven Thousand and Five Hundred Dollars (\$37,500), the Solid Waste Fund will make available Thirty Seven Thousand and Five Hundred Dollars (\$37,500), and the General Fund will make available Seventy Five Thousand Dollars (\$75,000) for a combined One Hundred Fifty Thousand Dollars (\$150,000) on an annual basis to fund such initiatives;

WHEREAS, the Storm Water Program, Solid Waste Fund, and General Fund combined has made available One Hundred Fifty Thousand Dollars (\$150,000) from the Fiscal Year 2016 Operating Budget as a grant to F.F.U.N.;

WHEREAS, F.F.U.N. proposes to use such grant funding to pay for work that shall be performed in the Clean Pathways program;

WHEREAS, if for any reason the work does not commence within sixty (60) days from the date of full execution of this Agreement, F.F.U.N. will return the One Hundred Fifty Thousand Dollars (\$150,000) to the City unless the City Council acts to extend such deadline;

NOW, THEREFORE, the undersigned agree as follows:

(1) Grant of Funds. Subject to the terms and conditions of this Agreement, the City hereby grants to F.F.U.N. One Hundred Fifty Thousand Dollars (\$150,000) from the Storm Water Program, Solid Waste Fund, and General Fund combined Fiscal Year 2016 Operating Budget (the "Granted Funds") for the purpose of funding the Clean Pathways program, payable by wire transfer or check in 6 equal payments of \$25,000 on the 1st of each month during the term of this contract.

(2) Conditions of Grant. The parties hereby agree that the Granted Funds shall be subject to the following conditions:

(a) City Council Resolution. F.F.U.N. shall hold, spend, and, if applicable, return the Granted Funds pursuant to the terms and conditions set forth herein and the City Council's Appropriation Resolution dated _____, a copy of which is attached hereto and incorporated herein as part of this Agreement as if stated verbatim. In addition to the foregoing, F.F.U.N. agrees to the following:

(i) Authorized Use. The Granted Funds shall be used solely for the express purpose contemplated herein unless otherwise modified in writing by both parties this Agreement. Failure of F.F.U.N. to use such funds accordingly may result in the immediate termination of this Agreement and return of funding to the City within sixty (60) days of such termination.

(ii) Reports and Records. F.F.U.N. shall maintain for a period of three (3) years from the completion of each storm water initiative, documentation for all expenditures funded through this Agreement by the City of Memphis. Such documentation shall be produced, upon request, in whatever form maintained and shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.

(3) Compliance. F.F.U.N. 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 its performance under this Agreement.

(4) Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, both parties agree 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 Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts within the State of Tennessee located in Shelby County, Tennessee.

(5) Nondiscrimination. F.F.U.N. agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be subject to discrimination in its performance of this Agreement.

(6) Conflict of Interest. F.F.U.N. warrants that no part of the funding provided hereunder shall be paid directly or indirectly to an employee or official of the City of Memphis as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to F.F.U.N. in connection with any services contemplated or performed relative to this Agreement.

(7) Relationship of Parties. The parties acknowledge F.F.U.N., its employees, agents and representatives are not employees, agents, officers or representatives of the City. Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and F.F.U.N..

(8) Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

(9) Amendment. This Agreement may be modified or amended, only if such amendment is made in writing and signed by both parties.

(10) Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.

(11) Indemnification. F.F.U.N. agrees to indemnify City for all claims, suits, demands, actions, damages, settlements, costs, expenses or other liabilities of any kind and character, including without limitation reasonable attorney fees and litigation expenses, brought against City, its officers, agents, representatives, employees and Council members arising from or in connection with F.F.U.N.'s performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

(12) No Waiver. The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.

(13) Subject To Funding. This Agreement is subject to availability of funds by the Memphis City Council. In the event the funds become unavailable, the City reserves the right to terminate this Agreement upon written notice to F.F.U.N. Such termination by City shall not be deemed a breach of contract by the City. Upon such termination, F.F.U.N. shall have no right to recover from the City any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

(14) City Liability. The City shall have no liability except as specifically provided in this Agreement.

(15) Force Majeure. The City shall not be deemed in breach or default hereunder, nor shall the City be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, strikes, governmental authorities or any other similar causes beyond its control.

(16) Assignment. F.F.U.N. shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, subcontracting or delegation in violation of this Section shall be voidable by the City.

(17) Execution of Agreement. By executing this Agreement, each party represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

(18) Notice. All notices to be given hereunder shall be in writing and shall be delivered to the following addresses or such other addresses as either of the parties shall give notice of from time to time during the term hereof:

City: City of Memphis
Division of Public Works
Attn. Robert Knecht
125 North Main, Room 608
Memphis, TN 38103

With copy to: City of Memphis
City Attorney
125 North Main, Room 336
Memphis, TN 38103

Center: Freedom From Unnecessary Negatives (F.F.U.N.)
Attn: Stevie Moore
672 Marshall Ave
Memphis, TN 38103

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement as of
November _____, 2015

A C Wharton, Jr., Mayor,
City of Memphis

Stevie Moore, President
Freedom From Unnecessary Negatives

Approved as to form:

Herman Morris, Jr., City Attorney

ATTESTED:

City Comptroller



Memphis City Council Summary Sheet

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

This proposed Resolution provides funding to two 501(c)(3) organizations in the amount of 150,000 each for the implementation of a Clean Pathways initiative to address issues such as blight, litter and illegal dumping around schools and to reduce poverty and crime within the city limits.

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

Public Works

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

This is a new resolution.

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

This resolution requires execution of a grant agreement.

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

This requires a budget amendment to allow for the disbursement of grant funds.

**GRANT AGREEMENT BETWEEN THE CITY OF MEMPHIS AND
LIFELINE TO SUCCESS**

WHEREAS, it is vital to the growth and development of the City of Memphis (the “City”) that issues such as blight, litter, illegal dumping, and others be mitigated so as to promote a more sustainable and livable City.

WHEREAS, the City is committed to promote a higher quality of life and in accordance with the its objectives has a goal to reduce poverty, crime, and blight within the City of Memphis limits;

WHEREAS, Lifeline to Success a grassroots 501 (c) (3) organization founded by DeAndre Brown Sr. that concentrates on Mid South ex-offenders who are honestly seeking to change their lives and its mission is to provide clients with the support that is necessary to reenter society and have a positive impact in their communities by removing negative perceptions that are associated with having criminal records and has agreed to partner with the City in these efforts;

WHEREAS, the City has proposed to implement the Clean Pathways program whereby Lifeline to Success will be performing the following activities around assigned Shelby County Schools and Achievement Schools within the City of Memphis limits:

1. removal of roadside litter
2. removal leaves and debris from drains and gutters
3. removal of illegally dumped trash/debris
4. removal of illegally dumped/discarded tires
5. vacant lot overgrowth mitigation
6. removal of leaves and other debris from vacant lots
7. ROW/impassable sidewalk overgrowth mitigation
8. report graffiti
9. report makeshift roadside memorials
10. removal of illegal advertising signs
11. report board/secure of vacant structures
12. engaging school staff on blight issues
13. engaging neighborhood leaders on blight issues
14. reporting road hazards and potholes to Street Maintenance
15. being trained and reporting top-ten code violations to Code Enforcement
16. reporting larger illegal dumping issues to Solid Waste Management
17. reporting downed electrical wires
18. reporting downed/damaged street signs to the City;

WHEREAS, the Storm Water Program will make available Thirty Seven Thousand and Five Hundred Dollars (\$37,500), the Solid Waste Fund will make available Thirty Seven Thousand and Five Hundred Dollars (\$37,500), and the General Fund will make available

Seventy Five Thousand Dollars (\$75,000) for a combined One Hundred Fifty Thousand Dollars (\$150,000) on an annual basis to fund such initiatives;

WHEREAS, the Storm Water Program, Solid Waste Fund, and General Fund combined has made available One Hundred and Fifty Thousand Dollars (\$150,000) from the Fiscal Year 2016 Operating Budget as a grant to Lifeline to Success;

WHEREAS, Lifeline to Success proposes to use such grant funding to pay for work that shall be performed in the Clean Pathways program;

WHEREAS, if for any reason the work does not commence within sixty (60) days from the date of full execution of this Agreement, Lifeline to Success will return the One Hundred Fifty Thousand Dollars (\$150,000) to the City unless the City Council acts to extend such deadline;

NOW, THEREFORE, the undersigned agree as follows:

(1) Grant of Funds. Subject to the terms and conditions of this Agreement, the City hereby grants to Lifeline to Success One Hundred Fifty Thousand Dollars (\$150,000) from the Storm Water Program, Solid Waste Fund, and General Fund combined Fiscal Year 2016 Operating Budget (the "Granted Funds") for the purpose of funding the Clean Pathways program, payable by wire transfer or check in 6 equal payments of \$25,000 on the 1st of each month during the term of this contract.

(2) Conditions of Grant. The parties hereby agree that the Granted Funds shall be subject to the following conditions:

(a) City Council Resolution. Lifeline to Success shall hold, spend, and, if applicable, return the Granted Funds pursuant to the terms and conditions set forth herein and the City Council's Appropriation Resolution dated _____, a copy of which is attached hereto and incorporated herein as part of this Agreement as if stated verbatim. In addition to the foregoing, Lifeline to Success agrees to the following:

(i) Authorized Use. The Granted Funds shall be used solely for the express purpose contemplated herein unless otherwise modified in writing by both parties this Agreement. Failure of Lifeline to Success to use such funds accordingly may result in the immediate termination of this Agreement and return of funding to the City within sixty (60) days of such termination.

(ii) Reports and Records. Lifeline to Success shall maintain for a period of three (3) years from the completion of each storm water initiative, documentation for all expenditures funded through this Agreement by the City of Memphis. Such documentation shall be produced, upon request, in whatever form maintained and shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.

- (3) Compliance. Lifeline to Success 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 its performance under this Agreement.
- (4) Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, both parties agree 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 Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts within the State of Tennessee located in Shelby County, Tennessee.
- (5) Nondiscrimination. Lifeline to Success agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be subject to discrimination in its performance of this Agreement.
- (6) Conflict of Interest. Lifeline to Success warrants that no part of the funding provided hereunder shall be paid directly or indirectly to an employee or official of the City of Memphis as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Lifeline to Success in connection with any services contemplated or performed relative to this Agreement.
- (7) Relationship of Parties. The parties acknowledge Lifeline to Success, its employees, agents and representatives are not employees, agents, officers or representatives of the City. Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and Lifeline to Success.
- (8) Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- (9) Amendment. This Agreement may be modified or amended, only if such amendment is made in writing and signed by both parties.
- (10) Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.
- (11) Indemnification. Lifeline to Success agrees to indemnify City for all claims, suits, demands, actions, damages, settlements, costs, expenses or other liabilities of any kind and character, including without limitation reasonable attorney fees and litigation expenses, brought against City, its officers, agents, representatives, employees and Council members arising from or in connection with Lifeline to Success's performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- (12) No Waiver. The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.

(13) Subject To Funding. This Agreement is subject to availability of funds by the Memphis City Council. In the event the funds become unavailable, the City reserves the right to terminate this Agreement upon written notice to Lifeline to Success. Such termination by City shall not be deemed a breach of contract by the City. Upon such termination, Lifeline to Success shall have no right to recover from the City any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

(14) City Liability. The City shall have no liability except as specifically provided in this Agreement.

(15) Force Majeure. The City shall not be deemed in breach or default hereunder, nor shall the City be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, strikes, governmental authorities or any other similar causes beyond its control.

(16) Assignment. Lifeline to Success shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, subcontracting or delegation in violation of this Section shall be voidable by the City.

(17) Execution of Agreement. By executing this Agreement, each party represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

(18) Notice. All notices to be given hereunder shall be in writing and shall be delivered to the following addresses or such other addresses as either of the parties shall give notice of from time to time during the term hereof:

City: City of Memphis
Division of Public Works
Attn. Robert Knecht
125 North Main, Room 608
Memphis, TN 38103

With copy to: City of Memphis
City Attorney
125 North Main, Room 336
Memphis, TN 38103

Center: Lifeline to Success
Attn: DeAndre Brown, Sr.
1647 Dellwood Ave
Memphis, TN 38127

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement as of November _____, 2015.

A C Wharton, Jr., Mayor,
City of Memphis

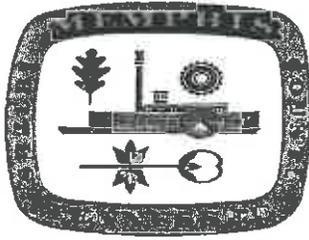
DeAndre Brown, Sr., Executive Director
Lifeline to Success

Approved as to form:

Herman Morris, Jr., City Attorney

ATTESTED:

City Comptroller



Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2016 Capital Improvement Budget by transferring and appropriating funds for Safety Improvements to the intersection of Airways at Ketchum.

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

This project is being initiated by the Division of Engineering.

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

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

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

This project does not require a new contract.

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

This project does require an amendment to the FY 2016 CIP Budget.



A Resolution appropriating Construction Funds for PW01242 – Safety Improvements to the intersection of Airways at Ketchum

WHEREAS, the Council of the City of Memphis did include the Highway Safety Improvement Program (HSIP) Cover Line, Project Number EN01067 as part of the Engineering Fiscal Year 2016 Capital Improvement Budget; and

WHEREAS, funding from the HSIP Cover Line will be used to provide the local match for Highway Safety Improvement Program projects administered by the Tennessee Department of Transportation (TDOT); and

WHEREAS, the City of Memphis will enter into a contract with the Tennessee Department of Transportation (TDOT) to provide safety improvements to the intersection of Airways at Ketchum, Project Number PW01242; and

WHEREAS, under this contract the Tennessee Department of Transportation has agreed to fund approximately 93% of the project cost, which is estimated at \$1,506,623.00, with the City providing approximately 7% in matching funds (\$107,542.30); and

WHEREAS, the Tennessee Department of Transportation has requested the local match to move to the construction phase of this project; and

WHEREAS, it is necessary to transfer an allocation of \$107,542.30 funded by G.O. Bonds – from the HSIP Cover Line, Project Number EN01067 to the Airways at Ketchum Safety Improvement Project, Project Number PW01242; and

WHEREAS, it is necessary to appropriate \$107,542.30 funded by G.O. Bonds for Construction in the Airways at Ketchum Safety Improvement Project, Project Number PW01242

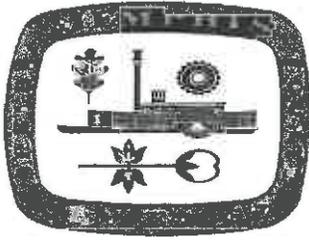
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2016 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$107,542.30 funded by G.O. Bonds from the HSIP Cover Line, Project Number EN01067 to the Airways at Ketchum Safety Improvement Project, Project Number PW01242.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$107,542.30 funded by G.O. Bonds for construction and chargeable to the Fiscal Year 2016 Capital Improvement Budget and credited as follows:

Project Title:	Safety Improvements to the Intersection of Airways at Ketchum
Project Number:	PW01242
Total Amount:	\$107,542.30

Council Resolution Caption (Airways at Ketchum PW01242)

A Resolution amending the FY16 Capital Improvement Budget by transferring an allocation and appropriating \$107,542.30 in G.O. Bonds - from the HSIP Cover Line, Project Number EN01067, to the Airways at Ketchum Safety Improvement Project, Project Number PW01242, for local match requirements.



Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2016 Capital Improvement Budget by transferring and appropriating funds for Safety Improvements to the intersection of Perkins Rd. at Perkins Extd.

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

This project is being initiated by the Division of Engineering.

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

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

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

This project does not require a new contract.

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

This project does require an amendment to the FY 2016 CIP Budget.



A Resolution appropriating Construction Funds for PW01250 – Safety Improvements to the intersection of Perkins Rd. at Perkins Extd.

WHEREAS, the Council of the City of Memphis did include the Highway Safety Improvement Program (HSIP) Cover Line, Project Number EN01067 as part of the Engineering Fiscal Year 2016 Capital Improvement Budget; and

WHEREAS, funding from the HSIP Cover Line will be used to provide the local match for Highway Safety Improvement Program projects administered by the Tennessee Department of Transportation (TDOT); and

WHEREAS, the City of Memphis will enter into a contract with the Tennessee Department of Transportation (TDOT) to provide safety improvements to the intersection of Perkins Rd. at Perkins Extd, Project Number PW01250; and

WHEREAS, under this contract the Tennessee Department of Transportation has agreed to fund approximately 93% of the project cost, which is estimated at \$309,900.00, with the City providing approximately 7% in matching funds (\$22,000.00); and

WHEREAS, the Tennessee Department of Transportation has requested the local match to move to the construction phase of this project; and

WHEREAS, it is necessary to transfer an allocation of \$22,000.00 funded by G.O. Bonds – from the HSIP Cover Line, Project Number EN01067 to the Perkins Rd. at Perkins Extd Safety Improvement Project, Project Number PW01250; and

WHEREAS, it is necessary to appropriate \$22,000.00 funded by G.O. Bonds for Construction in the Perkins Rd. at Perkins Extd Safety Improvement Project, Project Number PW01250

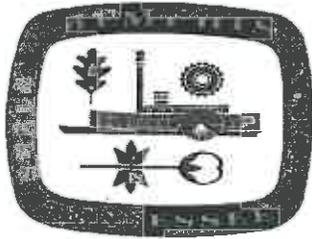
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2016 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$22,000.00 funded by G.O. Bonds from the HSIP Cover Line, Project Number EN01067 to the Perkins Rd. at Perkins Extd Safety Improvement Project, Project Number PW01250.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$22,000.00 funded by G.O. Bonds for construction and chargeable to the Fiscal Year 2016 Capital Improvement Budget and credited as follows:

Project Title:	Safety Improvements to the Intersection of Perkins Rd. at Perkins Extd
Project Number:	PW01250
Total Amount:	\$22,000.00

Council Resolution Caption (Perkins at Perkins Extd. PW01250)

A Resolution amending the FY16 Capital Improvement Budget by transferring an allocation and appropriating \$22,000.00 in G.O. Bonds - from the HSIP Cover Line, Project Number EN01067, to the Perkins Rd. at Perkins Extd Safety Improvement Project, Project Number PW01250, for local match requirements.



Memphis City Council Summary Sheet

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

This resolution amends the Fiscal Year 2016 Capital Improvement Budget by transferring and appropriating funds for Safety Improvements to the intersection of S. Perkins at Old Lamar.

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

This project is being initiated by the Division of Engineering.

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

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

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

This project does not require a new contract.

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

This project does require an amendment to the FY 2016 CIP Budget.



A Resolution appropriating Construction Funds for PW01217 – Safety Improvements to the intersection of S. Perkins at Old Lamar.

WHEREAS, the Council of the City of Memphis did include the Highway Safety Improvement Program (HSIP) Cover Line, Project Number EN01067 as part of the Engineering Fiscal Year 2016 Capital Improvement Budget; and

WHEREAS, funding from the HSIP Cover Line will be used to provide the local match for Highway Safety Improvement Program projects administered by the Tennessee Department of Transportation (TDOT); and

WHEREAS, the City of Memphis has entered into a contract with the Tennessee Department of Transportation (TDOT) to provide safety improvements to the intersection of S. Perkins at Old Lamar, Project Number PW01217; and

WHEREAS, under this contract the Tennessee Department of Transportation has agreed to fund approximately 94% of the project cost, which is estimated at \$1,100,000.00, with the City providing approximately 6% in matching funds (\$68,379.00); and

WHEREAS, the City of Memphis has provided a previous deposit of \$21,000.00; and

WHEREAS, the Tennessee Department of Transportation has requested the remaining portion of the local match (\$47,379.00) to move to the construction phase of this project; and

WHEREAS, it is necessary to transfer an allocation of \$47,379.00 funded by G.O. Bonds – from the HSIP Cover Line, Project Number EN01067 to the S. Perkins at Old Lamar Safety Improvement Project, Project Number PW01217; and

WHEREAS, it is necessary to appropriate \$47,379.00 funded by G.O. Bonds for Construction in the S. Perkins at Old Lamar Safety Improvement Project, Project Number PW01217

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2016 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$47,379.00 funded by G.O. Bonds from the HSIP Cover Line, Project Number EN01067 to the S. Perkins at Old Lamar Safety Improvement Project, Project Number PW01217.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$47,379.00 funded by G.O. Bonds for construction and chargeable to the Fiscal Year 2016 Capital Improvement Budget and credited as follows:

Project Title:	Safety Improvements to the Intersection of S. Perkins at Old Lamar
Project Number:	PW01217
Total Amount:	\$47,379.00

Council Resolution Caption (S. Perkins at Old Lamar)

A Resolution amending the FY16 Capital Improvement Budget by transferring an allocation and appropriating \$47,379.00 in G.O. Bonds - from the HSIP Cover Line, Project Number EN01067, to the S. Perkins at Old Lamar Safety Improvement Project, Project Number PW01217, for local match requirements.



Memphis City Council Summary Sheet: *A resolution presenting the former "Walter Simmons" site Master Plan to the Council of the City of Memphis for approval prior to the continuation of the design of future budgeted building projects.*

Memphis City Council Summary Sheet

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

A resolution presenting the former "Walter Simmons" site Master Plan to the Council of the City of Memphis for approval prior to the continuation of the design of future budgeted building projects.

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

General Services

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

No

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

Yes

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

No budget amendment needed.

City Council Resolution - City of Memphis Municipal Complex



Presenting the former "Walter Simmons" site Master Plan to the Council of the City of Memphis for approval prior to the continuation of the design of future budgeted building projects.

WHEREAS, the Administration is required to present the former "Walter Simmons" site Master Plan to Council of the City of Memphis for approval prior to the continuation of the design of future budgeted building projects; and

WHEREAS, the Administration is proposing to name the former "Walter Simmons" site the City of Memphis Municipal Complex; and

WHEREAS, the Administration is proposing the City of Memphis Municipal Complex will be built in five (5) phases:

1. CoMEM Phase I - GS01031 GS (Property)
2. CoMEM Phase II - GS01032 GS/Fire (Fleet Maintenance, Fueling Station and Fire Apparatus)
3. CoMEM Phase III - GS01033 Engineering (Sign Shop)
4. CoMEM Phase IV - GS01034 GS/Eng (Park Ops and Traffic Signal Maintenance)
5. CoMEM Phase V- GS010 35 Engineering (Survey, Construction Inspection, Lab); and

WHEREAS, Walter Simmons – St. Jude Place Relocation, CIP Project Number GS01027 as part of the Fiscal Year 2015 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis approved Walter Simmons – Overton Park Relocation, CIP Project Number GS01026 as part of the Fiscal Year 2016 Capital Improvement Budget; and

WHEREAS, it is necessary to transfer the allocations and appropriations of Walter Simmons – St. Jude Relocation, CIP Project Number GS01027 totaling \$550,000 into CoMEM Phase I (GS-Property), CIP Project Number GS01031 with \$550,000 charged to Construction; and

WHEREAS, it is necessary to transfer the allocations of the Walter Simmons – Overton Park Relocation, CIP Project Number GS01026 totaling \$6,000,000 into CoMEM Phase I (GS-Property), CIP Project Number GS01031 to Construction; and

WHEREAS, it is necessary to appropriate a sum of \$6,000,000 Contract Construction funded by G O Bonds – General in CoMEM Phase I (GS-Property), CIP Project number GS01031, to fund construction of Phase I of the City of Memphis Municipal Complex.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis the City of Memphis Municipal Master Plan to include the following phases and divisions:

City Council Resolution - City of Memphis Municipal Complex

1. CoMEM Phase I - GS01031 GS (Property)
2. CoMEM Phase II - GS01032 GS/Fire (Fleet Maintenance, Fueling Station and Fire Apparatus)
3. CoMEM Phase III - GS01033 Engineering (Sign Shop)
4. CoMEM Phase IV - GS01034 GS/Eng (Park Ops and Traffic Signal Maintenance) and
5. CoMEM Phase V - GS010 35 Engineering (Survey, Construction Inspection, Lab);

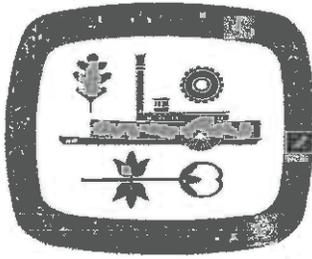
is hereby approved for the design of future budgeted building project; and

BE IT FURTHER RESOLVED, the allocations and appropriations of Walter Simmons – St. Jude Relocation, CIP Project Number GS01027 totaling \$550,000 are hereby transferred into CoMEM Phase I (GS-Property), CIP Project Number GS01031 with \$550,000 charged to Construction; and

BE IT FURTHER RESOLVED the allocations totaling \$6,000,000, Walter Simmons – Overton Park Relocation, CIP Project Number GS01026 are hereby transferred into CoMEM Phase I (GS-Property), CIP Project Number GS01031, Construction; and

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$6,000,000 in Contract Construction funded by G O Bonds – General in CoMEM Phase I (GS-Property), CIP Project Number GS01031 and credited as follows:

Project Title:	CoMEM Phase I
Project Number:	GS01031
Amount:	\$6,000,000



Memphis City Council Summary Sheet

1. Description of the Item

This item is a resolution seeking approval to continue with the design and taking bids for CoMEM Phase I – (Property), CIP Project Number GS01031 funded by G.O. Bonds General.

2. Initiating Party

General Services

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

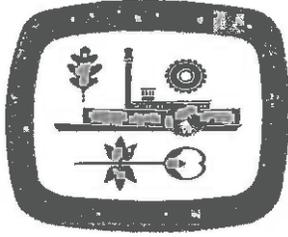
This resolution does not change any existing ordinance or resolution.

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

This request will require a new construction contract.

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

This project is part of the FY16 Capital Improvement Budget funded by G. O. Bonds General, CIP Project Number GS01031.



RESOLUTION

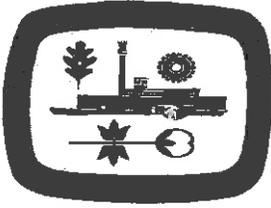
WHEREAS, the Council of the City of Memphis did include CoMEM Phase I - (Property), CIP Project Number GS01031, as part of the Fiscal Year 2016 Capital Improvement Budget; and

WHEREAS, the Administration proposes to build a New Facility for Property Maintenance at an estimated construction cost of \$6,500,000.00; and

WHEREAS, the Administration is required to present a preliminary design to the appropriate Council Committee and obtain approval prior to the continuation of the project and taking bids.

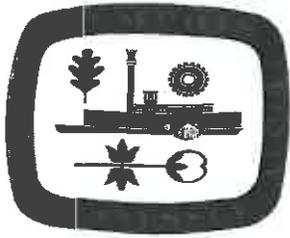
NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that the CoMEM Phase I – (Property) CIP Project Number GS01031, is hereby approved for the completion of plans and specifications and taking bids at the estimated construction cost of \$6,500,000.00.

Project Title:	CoMEM Phase I – (Property)
CIP Project Number:	GS01031
Total Construction Cost:	\$6,500,000.00



Memphis City Council Summary Sheet

1. Resolution seeking acceptance of donations in the amount of \$391.03 from Fred's Inc. as awarded to the City of Memphis Police Department for funding Police Services' operational activities.
2. The City of Memphis Division of Police Services is awarded these funds and will serve as the fiscal agent.
3. Resolution will not change an existing ordinance or resolution.
4. Resolution will not require a new contract or amendment to an existing contract.
5. Resolution will require an expenditure of funds equal to the amount of the donation ~~but will not~~ require a budget amendment. } me



RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded a donation in the amount of three hundred ninety-one dollars and 03/100 (\$391.03) from Fred's Inc.; and

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

WHEREAS, it is necessary to accept the donation and amend the Fiscal Year 2016 Operating Budget to establish funds; and

WHEREAS, it is necessary to appropriate the funds in the amount of three hundred ninety-one dollars and 03/100 (\$391.03) received from Fred's Inc. as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation in the amount of three hundred ninety-one dollars and 03/100 (\$391.03) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal year 2014 Operating Budget be and is hereby amended by appropriating the Revenues for the various donations as follows:

REVENUES

Miscellaneous Revenue (049623)

Mount Moriah Precinct	140303-049623	\$391.03
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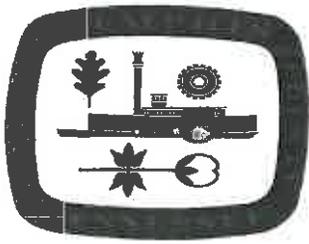
EXPENDITURES

Miscellaneous Services (052950)

Mount Moriah Precinct	140303-052950	\$391.03
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ATTACHMENT A

Donor	Amount	Purpose	Recipient Unit
Fred's Inc.	\$274.34	Donation	Mount Moriah Precinct
Fred's Inc.	\$116.69	Donation	Mount Moriah Precinct



Memphis City Council Summary Sheet

- 1. Resolution seeking acceptance of a donation in the amount of \$2,000.00 from Exxon Mobil Corporation, awarded to the City of Memphis Police Department for operational expenses.**
- 2. The City of Memphis Division of Police Services is awarded these funds and will serve as the fiscal agent.**
- 3. Resolution will not change an existing ordinance or resolution.**
- 4. Resolution will not require a new contract or amendment to an existing contract.**
- 5. Resolution will require an expenditure of funds limited to the amount of the donation; but will not require a budget amendment.**



RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded a donation in the amount of Two Thousand Dollars (\$2,000.00) from Exxon Mobil Corporation; and

WHEREAS, the donation is designated for police operational expenses; and

WHEREAS, it is necessary to accept the donation and amend the Fiscal Year 2016 Operating Budget to establish funds; and

WHEREAS, it is necessary to appropriate the funds in the amount of Two Thousand Dollars (\$2,000.00) as donated by Exxon Mobil Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation in the amount of Two Thousand Dollars (\$2,000.00) be accepted by the City of Memphis.

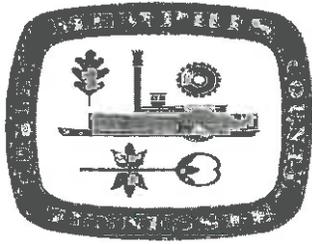
BE IT FURTHER RESOLVED, that the Fiscal year 2016 Operating Budget be and is hereby amended by appropriating the Revenues for the various donations as follows:

REVENUES

049623-Miscellaneous Revenue	\$2,000.00
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EXPENDITURE

052342-Miscellaneous Supplies	\$2,000.00
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Memphis City Council Summary Sheet

1. Resolution seeking acceptance of donations for:

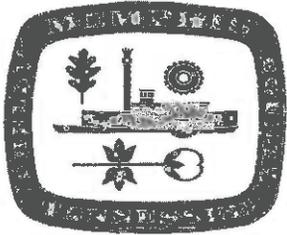
- It is the intent of Eureka Multifamily Group to procure a SkyCop Camera Solution, compatible with existing MPD equipment, to be installed in the Hillview Village Apartments. Through the agreement with SkyCop, Inc., Eureka will obtain the camera system and donate the equipment to MPD by way of the Memphis/Shelby County Law Enforcement Foundation.
- (3) SkyCop® Integrated Camera Enclosure System w/ (2) 2MP Smart IR fixed bullet cameras & (1) 2MP PTZ, Includes NVR w/ 4TB HD
- (2) SkyCop® Integrated License Plate Capture Camera System with Day/Night overview camera for positive vehicle identification. Includes encoder w/ 2TB HD (See Exhibit A)
- The cumulative total of the complete donation has an estimated value of Forty Eight Thousand Five-Hundred Dollars and 00/100 (\$48,500.00) after installation.
- The donor is the Memphis/Shelby County Law Enforcement Foundation.

2. The City of Memphis Division of Police Services is awarded the equipment valued at Forty Eight Thousand Five-Hundred Dollars and no/100 and will serve as the fiscal agent.

3. Resolution will not change an existing ordinance or resolution.

4. Resolution will not require a new contract or amendment to an existing contract.

5. Resolution will not require an expenditure of funds or a budget amendment.



RESOLUTION

WHEREAS, It is the intent of Eureka Multifamily Group to procure a SkyCop Camera Solution, compatible with existing MPD equipment, to be installed in the Hillview Village Apartments. Through the agreement with SkyCop, Inc., Eureka will obtain the camera system and donate the equipment to MPD by way of the Memphis/Shelby County Law Enforcement Foundation.

WHEREAS, the City of Memphis Division of Police Services Real Time Crime Center has been awarded (3) SkyCop® Integrated Camera Enclosure System w/ (2) 2MP Smart IR fixed bullet cameras, (1) 2MP PTZ, Includes NVR w/ 4TB HD and two (2) SkyCop® Integrated License Plate Capture Camera System with Day/Night overview camera for positive vehicle identification, includes encoder w/ 2TB HD for MPD Real Time Crime Center. The cumulative total of the complete donation has an estimated value of Forty Eight Thousand Five-Hundred Dollars and 00/100 (\$48,500.00) after installation. The items are being donated by the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

WHEREAS, the equipment becomes the property of MPD after three year warranty period; and

WHEREAS, the donations are designated for use at the Crump Station; and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of SkyCop® cameras; be accepted by the City Of Memphis.

EXHIBIT A

SPECIFICATIONS/MAP/PICTURES

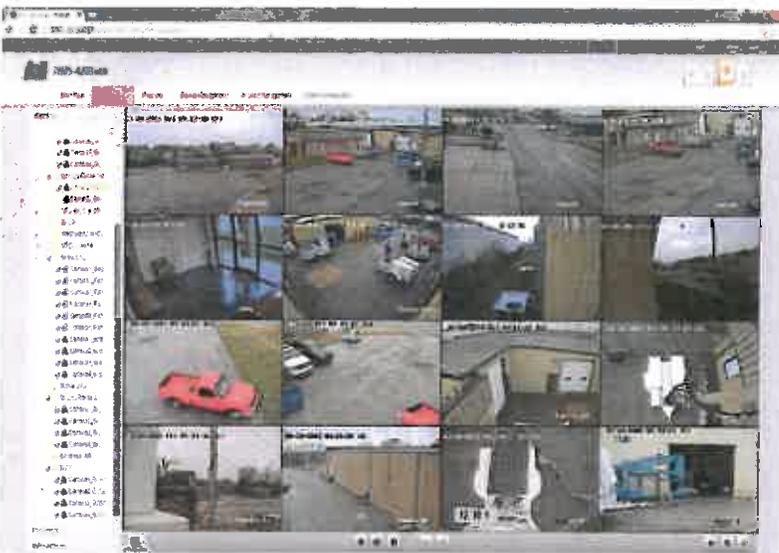
SkyCop® Security Enclosure System Patent No. US 7703996 B1

The SkyCop® Security Enclosure System is a remote, highly visible surveillance system. It incorporates the latest technology allowing for video recording and monitoring in areas traditionally inaccessible and is a force multiplier in urban areas. The first goal of The SkyCop® Security Enclosure System is to deter. The second goal is to provide real time monitoring of activity. The third is to provide a high degree of evidentiary value.

The SkyCop® Security Enclosure System has options to take traditional monitoring to a higher level with analytics. This strongly supports our goal of deterrence. Ask SkyCop how!



SkyCop 3 PTZ Security Enclosure Systems



Video Management System Standard



Analytics Video Management System Option

Benefits

- ◆ *Deters Crime Significantly with Flashing Blue Lights*
- ◆ *Provides Remote Real Time Video Monitoring*
- ◆ *HD Remote Recording for High Evidentiary Value*
- ◆ *Dependable with Patented Nema 3R Enclosure*

Camera Options

- ◆ *Mega Pixel Options Available*
- ◆ *Or Your Agencies Preferred Brand*

LPR Options

- ◆ *Genetec Sharp X*
- ◆ *Or Your agencies preferred brand*

Analytics

- ◆ *Takes Monitoring to a New Level*
- ◆ *Analytic appliance classifies people and vehicles while eliminating normal scene activity. Instant notification of a rule violation.*
- ◆ *Real Time Alarm can be emailed or sent via text*
- ◆ *Can be viewed on PC, Mac, or Smartphone*

Thermal Options Available

Hillview Village Apartments

SkyCap Camera Design



- Legend**
- Hillview Village Apartments
 - License Plate Camera
 - Location
 - Untitled Polygon

360' 11" 240' IN

