SHELBY COUNTY BOARD OF COMMISSIONERS

COMMITTEE AGENDAS

Wednesday, May 06, 2009

05/01/2009 3:31 PM

[NOTE: All Committee meetings will be held at the Shelby County Administration Building, 160 N. Main Street, 4th floor conference room unless otherwise noted]

Wednesday, May 06, 2009

8:30 a.m.	Committee # 1 - BUDGET AND FINANCE
9:10 a.m.	Committee # 2 - PUBLIC WORKS
9:30 a.m.	Committee # 3 - HOSPITALS AND HEALTH
9:40 a.m.	Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS
10:00 a.m.	Committee # 10 - GENERAL GOVERNMENT
11:00 a.m.	Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES
11:30 a.m.	Committee # 6 - EDUCATION
12:30 p.m.	Committee # 7 - ECONOMIC DEVELOPMENT AND TOURISM
12:45 p.m.	Committee # 8 - COMMUNITY SERVICES
1:00 p.m.	Committee # 11 - CORE CITY, NEIGHBORHOODS AND HOUSING
1:10 p.m.	Committee # 14 - DELINQUENT TAX PROPERTY

8:30 a.m. Committee # 1 - BUDGET AND FINANCE

1. Resolution to amend the contract with Business Information Systems to appropriate special revenue funds in the amount of $116,748 for equipment maintenance and programming and this item requires the expenditure of special revenue funds in the amount of $116,748. Sponsored by Commissioner Mike Ritz.

2. A resolution approving an amendment to the FY 2008-2009 Operating Budget for the Shelby County Trustee's Office in the amount of $164,000 to pay for banking services fees, and this item requires the expenditure of County general operating funds in the amount of $164,000.00. Sponsored by Chairman Deidre Malone.

3. Resolution requesting the County Mayor's Administration to include funding for the Southeast Shelby County Library in the County's operating Budget through FY 2012, and to take all necessary action to effectuate same. Sponsored by Commissioner Joe Ford. (DEFERRED FROM 4/27/09 AND REFERRED TO BUDGET COMMITTEE)

4. DISCUSSION - Proposal for employee layoffs for FY 2010 Budget

5. Resolution requiring the layoff of 100 General Fund employees on or before June 30, 2009 in accordance with the Civil Service Merit Act's layoff procedures. Sponsored by Commissioner J. W. Gibson. (DEFERRED FROM 4/8 AND 4/22/09)

9:10 a.m. Committee # 2 - PUBLIC WORKS

1. Resolution approving the expenditure of funds by Shelby County Government to Avpol International, LLC for the purchase of gasoline and diesel fuel in the approximate amount of $1,130,690.00 and this item requires the expenditure of State Gas Tax Funds in the amount of $1,130,690.00. Sponsored by Commissioner Wyatt Bunker.

2. Resolution approving the expenditure of funds by Shelby County Government to Fullen Dock and Warehouse for limestone products in the approximate amount of $202,060.00 from July 1, 2009 through June 30, 2010 and this item requires the expenditure of State Gas Tax Funds in the amount Of $202,060.00. Sponsored by Commissioner Wyatt Bunker.

3. Resolution to amend the general fund budget for Fiscal 2009 to provide $400,000.00 of additional funding to Support Services for utilities. This resolution sponsored by Commissioner Wyatt Bunker.

9:30 a.m. Committee # 3 - HOSPITALS & HEALTH

1. A resolution approving an amendment to the FY2008-2009 operating budget of the Public Health Emergency Preparedness grant program increasing the budget by $263,425 for the provision of public health emergency response in the areas of Emergency Preparedness, Pandemic Services and Cities Readiness Initiative and the appropriation of said funds. This item requires the expenditure of Federal through State grant funds in the amount of $263,425. Resolution sponsored by Commissioner Joyce Avery.

2. A resolution amending a contract with Vehicle Maintenance Program, Inc by increasing the contract price from $92,972.50 to $150,000.00 for the FY 2008-2009 renewal period for the provision of child safety seats to be distributed by the Memphis and Shelby County Health Department, amending the FY2008-2009 operating budget of the City Court Child Safety Seat Fund accordingly, appropriating $57,027.50 for said purpose, and approving said increase for the FY2009-2010 renewal period. This item requires an additional expenditure of City Court fines funds in the amount of $57,027.50. Sponsored by Commissioner Joyce Avery. (AMENDED IN COMMITTEE 4/22/09 AND DEFERRED FROM 4/27/09)

9:40 a.m. Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS

1. ORDINANCE - SECOND READING - An Ordinance by the Shelby County Board of Commissioners to amend Chapter 22, Art. II of the Shelby County Code of Ordinances so as to amend the Shelby County Fire Code. Sponsored by Commissioner Sidney Chism. (AMENDED IN COMMITTEE AND DEFERRED from 4/22/09)

2. A resolution amending the FY09 budget in the amount of $25,082.00 to allow maximum expenditure of grant funds from a Governor's Highway Safety Office grant previously approved by the Shelby County Board of Commissioners. This item requires expenditure of grant funds in the amount of $25,082.00. Sponsored by Commissioner Sidney Chism.

3. A resolution approving a contract between Shelby County Office of Preparedness and the State of Tennessee, Department of Military, Tennessee Emergency Management Agency in the amount of $149,000.00 for the Emergency Management Agency(EMA), Emergency Management Performance Grant (EMPG) Program to further strengthen EMA's ability to support emergency management activities and this item requires the acceptance and expenditure of pass through grant funds under the U.S. Department of Homeland Security Grant Programs in the amount of $149,000.00 and amending the FY 2009 Operating Budget. Sponsored by Commissioner Sidney Chism.

4. A resolution to approve the transfer of the weather/emergency siren located on the north side of Davies Plantation Road and St. Phillip Drive, to the City of Bartlett, without monetary consideration, for its continued use, operation and maintenance. Sponsored by Commissioner Sidney Chism.

10:00 a.m. Committee # 10 - GENERAL GOVERNMENT

1. DISCUSSION - Parliamentary procedure for the County Commission.

2. Resolution approving the County Mayor's nomination of Charles A. Wood for reappointment to the Municipal Solid Waste Region Board. Sponsored by Commissioner Joe Ford.

3. Resolution approving the County Mayor's nomination of Pearl Lurry, Vance Miller and Lafrederick Self for reappointment to the Shelby County Work Release Board. Sponsored by Commissioner Joe Ford.

4. ORDINANCE - THIRD READING - An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12.5, Article II, Sections 12.5-51 to 12.5-63, entitled "Code of Ethics." Sponsored by Commissioner Mike Ritz.

5. ORDINANCE - SECOND READING - An ordinance to amend the Shelby County Code of Ordinances by enacting a new prevailing wage ordinance that requires compliance with prevailing wages and benefits and provides for a means of enforcement, penalties, and sanctions for violations. Sponsored by Commissioner Steve Mulroy. (AMENDED IN COMMITTEE AND DEFERRED TO 4/22/09)

6. ORDINANCE - SECOND READING - An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12, Article II, Section 12-26 to 12-66 relative to the regulation of the Civil Service Merit System. Sponsored by Commissioner Mike Carpenter. (DEFERRED FROM 4/22/09)

11:00 a.m. Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES

1. ORDINANCE - FIRST READING - A joint ordinance by the Council of the City of Memphis and the Shelby County Board of Commissioners amending the Zoning Code of Memphis and Shelby County, adopted by the Shelby County Board of Commissioners on October 6, 1980 and by the Council of the City of Memphis on October 7, 1980, so as to make certain changes as hereinafter set out and establish an effective date therefore. Sponsored by Commissioner Mike Ritz.

2. CASE NO. U.V. 08-11 CC
APPLICANT: John and Kristina Laiché
LOCATION: West side of Collierville-Arlington Road; immediately north of Mary's Creek
REQUEST: Use variation for office/warehouse for an electrical contractor
RECOMMENDATIONS:
Memphis and Shelby County Office of Planning and Development: REJECTION
Memphis and Shelby County Land Use Control Board: REJECTION
(Notice of public hearing published in the Daily News on Friday, May 1, 2009.)

11:30 a.m. Committee # 6 - EDUCATION

1. Resolution endorsing the concept of retroactive granting of diplomas to high school students who have been denied diplomas due solely to failing the Gateway examination and directing staff to invite the City and County School Boards to provide feedback on this issue. Sponsored by Commissioner Steve Mulroy. (DEFERRED FROM 4/27/09)

12:30 p.m. Committee # 7 - ECONOMIC DEVELOPMENT & TOURISM

1. Resolution approving the FY 2010 budget of the Memphis and Shelby County Center City Commission. Sponsored by Commissioner James Harvey.

2. Resolution requesting the Shelby County Health, Education and Housing Facility Board, the Memphis and Shelby County Center City Revenue Finance Corporation, and the Memphis and Shelby County Industrial Development Board to adopt policy changes relative to the granting of economic development and requesting the Memphis City Council adopt a resolution to effectuate same as it relates to joint City-County boards. Sponsored by Commissioner Mike Ritz. (DEFERRED FROM 4/22/09)

12:45 p.m. Committee # 8 - COMMUNITY SERVICES

1. A resolution amending the FY09 Budget in the amount of $75,000.00 to allow maximum expenditure of grant funds from a Justice Assistance Grant, previously approved by the Shelby County Board of Commissioners. This item requires expenditure of grant funds in the amount of $75,000.00. Sponsored by Commissioner George Flinn.

2. Resolution approving expenditure of funds by Shelby County Government to Kaplan Learning Company for the purchase of educational supplies in the amount of $96,000.00. Sponsored by Commissioner George Flinn.

3. Resolution approving a contract with Southeast Mental Health Center in the amount of $325,000.00 for the provision of detoxification services, and amending the FY 2009 Operating Budget in the amount of $108,333.00 for this purpose. Sponsored by Commissioner George Flinn.

1:00 p.m. Committee # 11 - CORE CITY, NEIGHBORHOODS AND HOUSING

1. Resolution approving a complaint against mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices as required by a resolution adopted as item no. 25 on December 22, 2008; and authorizing the County Mayor to engage outside counsel on a contingency fee basis, to engage a non-profit organization that provides legal services, and to provide in-kind services to, and pay a portion of the reasonable fees, costs and expenses incurred by, said not-profit organization if necessary. Sponsored by Commissioner J. W. Gibson, II. (DEFERRED FROM 4/13 AND 4/27/09)

1:10 p.m. Committee # 14 - DELIQUENT TAX PROPERTY

1. Resolution approving the sale of eleven (11) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0206, 0303, 0403 and 0404, to identified purchasers at various prices collectively totaling $25,700.000, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Matt Kuhn.

2. Resolution approving the sale of eleven (11) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0104, 0206, 0402, and 0403, to identified purchasers at various prices collectively totaling $23,400.000, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Matt Kuhn.

3. Resolution approving the sale of seven (7) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0303, 0403, and 0404, to identified purchasers at various prices collectively totaling $9,900.00, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored By Commissioner Matt Kuhn

To Permanent Rules of Order of the Board of County Commissioners of Shelby County, Tennessee

CA093108

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name): Ritz

For Commission Action on (date) _____

DESCRIPTION OF ITEM:

RESOLUTION TO AMEND THE CONTRACT WITH BUSINESS INFORMATION SYSTEMS TO APPROPRIATE SPECIAL REVENUE FUNDS IN THE AMOUNT OF $116,748 FOR EQUIPMENT MAINTENANCE AND PROGRAMMING AND THIS ITEM REQUIRES THE EXPENDITURE OF SPECIAL REVENUE FUNDS IN THE AMOUNT OF $116,748. SPONSORED BY COMMISIONER RITZ.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

_X_ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): Special Revenue Acct. # 076-800701-6637 Outside Contracts

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Register
APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Tom Leatherwood	TL ~~379-7500~~	4/28/09
Division Director:			
CIP – A&F Director:			
Finance Dept.:	Mike Swift	MAS	4/29/09
County Attorney:	Lisa Kelly	LK	4/29
CAO/Mayor:			

SUMMARY

I. Description of Item

RESOLUTION TO AMEND THE CONTRACT WITH BUSINESSS INFORMATION SYSTEMS TO APPROPRIATE SPECIAL REVENUE FUNDS IN THE AMOUNT OF $116,748 FOR EQUIPMENT MAINTENANCE AND PROGRAMMING

II. Source and Amount of Funding

Special Revenue Acct. # 076-800701-6637 Outside Contracts $116,748.00

III. Contract Items

A. Type of Contract - Service of equipment and programming

B. Terms - one year with renewal options

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approval of this Resolution.

TCO has opined approval. Purchasing has approved vendor as single/sole source.

ITEM #_____ PREPARED BY: Tom Leatherwood

COMMISSIONER _____ APPROVED BY: _____

RESOLUTION TO AMEND THE CONTRACT WITH BUSINESS INFORMATION SYSTEMS TO APPROPRIATE SPECIAL REVENUE FUNDS IN THE AMOUNT OF $116,748 FOR EQUIPMENT MAINTENANCE AND PROGRAMMING AND THIS ITEM REQUIRES THE EXPENDITURE OF SPECIAL REVENUE FUNDS IN THE AMOUNT OF $116,748. SPONSORED BY COMMISIONER RITZ.

WHEREAS, Shelby County has a contract for services with Business Information Systems, which provides the Shelby County Register with maintenance of equipment and programming for a searchable database in a format compatible with the Register's present in-house and off-site computer system; and

WHEREAS, Business Information Systems has been declared a Single/Sole Source to provide maintenance and professional services for existing equipment and software; and

WHEREAS, Shelby County approved the expenditure of $337,200.00 upon acceptance of the original contract; and

WHEREAS, The Shelby County Register has a need for additional services at a cost of $116,748; and

WHEREAS, Funds are available in FY 08-09 Registers Special Revenue Account number 076-800701-6637, Register's Outside Contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract amendment with Business Information Systems for off-site web hosting, maintenance of equipment and programming in the amount of $116,748 is hereby approved.

BE IT FURTHER RESOLVED, That the amount of $116,748 for FY 08-09 from Account Number 076-800701-6637 Register's Outside Contracts is hereby appropriated.

BE IT FURTHER RESOLVED, That the additional renewal Amendments for maintenance and professional services for existing equipment and software with Business Information Systems, are hereby approved subject to the annual appropriation of funds for each renewal term's corresponding Fiscal Operating Year by Shelby County Government. In the event sufficient funds for said Amendments are not appropriated by the Board of Commissioners for the fiscal periods relating to any new renewal term, then the Amendment will be terminated.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the contract amendment for the aforementioned services on behalf of Shelby County Government, a copy of which is on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed $116,748 to Business Information Systems and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103
(901) 545-4365
Fax: (901) 545-4531

Shelby County
Tennessee

A C Wharton, Jr., Mayor

Memo

To: Honorable A C Wharton, Jr.
Shelby County Mayor

From: Clifton Davis, Administrator
Purchasing Department

Date: February 11, 2009

Re: Single/Sole Source- Business Information Systems

The Memphis and Shelby County Register's Office has a desire to enter into an agreement with Business Information Systems, Inc. to provide maintenance and professional services for existing equipment and software at a cost of approximately $117,000.00. Business Information Systems is considered as a single/sole source for this procurement because:

1. Business Information Systems, BIS, provides the current business systems through previous contracts, and have provided professional support and customization services to those business products since the beginning. They have also integrated some of the systems. This was accomplished by a standardization of business units to ensure compatibility. Standardization leads to economies of scale and interoperability of systems.

2. Business Information Systems, BIS, also hosts the Shelby County Register's WEB site, and since they are the business system architects, they are able to quickly integrate business information into the WEB site for public usage.

3. This request is for enhancements to existing Business Information Systems, BIS, designed and customized system and as such, The Register's Office request that Business Information Systems, BIS, be designated a SINGLE SOURCE to avoid not only the long and costly bid process, but the necessity of 'training' some other company in the complex business designs of the Shelby County Register's office. Business Information Systems, BIS, already possesses the institutional knowledge to perform the required work.

Please approve or disapprove this single/sole source request by signing in the space provided below:

APPROVED: ✓
APPROVED WITH CHANGES: _____
DISAPPROVED: _____

DATE: 2/11/09

A C Wharton, Jr., Mayor

Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103
(901) 545-4360
Fax: (901) 545-4531

Shelby County
Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: Joe Reves, CAO
Shelby County Register's Office

From: Clifton Davis, Administrator
Purchasing Department

Date: February 12, 2009

Re: Single/Sole Source - Business Information Systems (BIS)

Mayor Wharton has approved Business Information Systems (BIS) as a single/sole source to provide maintenance and professional services for existing equipment and software. I have enclosed a copy of the executed sole source document.

If you have any questions, let me know.

CD/shw

Enclosures

cc: Lisa Kelly, Assistant County Attorney

TECHNOLOGY COORDINATION OFFICE

Review and Opinion Regarding the County Register's Proposed Contract Renewal with Business Information Systems for Maintenance & Professional Services
March 13, 2009

SPONSOR: Joe Reves
Administrator
Register's Office
379.7500

Cost Summary:	O&M	CIP
For the 12 Months Beginning July 1, 2008	$117,000	0
FY 2009 Budget Impact Budgeted?	YES	

PROPOSED CONTRACTOR: Business Information Systems

OVERVIEW:
This proposal is to renew an existing contract with Business Information Systems (BIS) for costs associated with maintaining the County Register's public searchable data warehouse and professional services for existing equipment and software for the period July 1, 2008 to June 30, 2009.

OPINION: RECOMMENDED

Business Need
The County has an existing contract for services with BIS which provides the Shelby County Register's Office with programming, maintenance and hosting for its public-accessible, searchable data warehouse and website, and a Register of Deeds recording and document management system in a format compatible with the Register's in-house and off-site computer systems.

BIS provides the current Register systems through previous contracts and has provided professional support and customization services for those business products for many years. The vendor has also integrated several Register systems via standardization of business units which has resulted in economies of scale and system interoperability. As BIS also hosts the Register's website, they are able to more efficiently integrate product enhancements on the site for public use. This vendor was granted SINGLE SOURCE supplier status.

Value for the Financial Outlay
Considering the County's current and forecasted needs for public access to archived documents, this amendment continues to provide the County with access to the maintenance skills and programming enhancements necessary on an as-needed basis. There are clearly cost savings associated with selecting a vendor who already possesses the institutional knowledge and systems familiarity to provide these services.

Due Diligence
The TCO has undertaken investigatory conversations with the Shelby County Register and the Register's staff concerning the specifics of this proposal and their near term plans for future systems development. Their responses indicated no significant risks.

Strategic Fit
The use of outsourced database management to support this highly specialized application is a more cost effective way to gain access to the necessary specialized skills, compared to adding and/or training a potentially underutilized specialist on the County payroll.

Information Security Considerations

Providing remote access for a vendor to support the system necessarily raises the exposure and risk of the operation somewhat, compared to an in-house, locally-administered system. However, the vendor is a well-established, large company used to operating in this environment, and the contract clearly enforces a due-care requirement to maintain the confidentiality of the County's data. As such, the risk appears to be managed adequately, provided the County adheres to standard security 'best practices' to maintain and monitor its network security.

Marc Johnson
for the Technology Coordination Office

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____ 2009, by and between Shelby County Government (hereinafter "County") and Business Information Systems (hereinafter "BIS ").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated August 24, 2001, for computer hardware, software, programming, and services as described within RFP-01-005-26, for a two year and twelve week term with no options to renew; and

WHEREAS, since this period, BIS has been declared a sole-source for this service; and

WHEREAS, the Agreement was previously amended by the parties by written instrument on July 1, 2004, July 1, 2005, July 1, 2006, and July 1, 2007; July 1, 2008 and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for the period beginning January 1, 2009 to June 30, 2009, for maintenance of equipment and programming.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning January 1, 2009, until June 30, 2009.
2. The total cost for this renewal period shall not exceed ONE HUNDRED SIXTEEN HOUSAND SEVEN HUNDRED FORTY-EIGHT and 00/100's ($116,748.00) DOLLARS payable in accordance with the terms of the Agreement.
3. This Amendment shall be subject to the Fiscal Year 2008-2009 Operating Budget of Shelby County Government approved by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the ___ day of _____ 2009.

APPROVED:

_____

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____

A C WHARTON, JR., MAYOR

BUSINESS INFORMATION SYSTEMS

By: Garry Shipley

Title: Partner

STATE OF TENNESSEE
COUNTY OF Sullivan

On this the 20th day of February, 2009, before me personally appeared Garry Shipley to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Angelina N. Rutherford
Notary Public

ANGELINA N. RUTHERFORD
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY

CA096161

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Budget and Finance

For Commission Action on (date) May 11, 2009

A RESOLUTION APPROVING AN AMENDMENT TO THE FY2008-2009 OPERATING BUDGET FOR THE SHELBY COUNTY TRUSTEE'S OFFICE IN THE AMOUNT OF $164,000 TO PAY FOR BANKING SERVICE FEES, AND THIS ITEM REQUIRES THE EXPENDITURE OF COUNTY GENERAL OPERATING FUNDS IN THE AMOUNT OF $164,000.00. Sponsored by Commissioner Deidre Malone.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___X___ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $ 164,000.00 : County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $_____

Originating Department: Trustee

APPROVAL:

Dept. Head: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: Paul Mattila 545-4802 PMM 4/24/09 \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Division Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Raymond Pipkin ~~Michael A. Swift~~ 545-~~4449~~ 3174 [illegible] 4/27/09 \ _____ \ _____
(Type your name & phone #.) WRichards 4/27/09 (Initials) (Date)

County Attorney: Lisa Kelly 545-4363 LK 4/24/09 \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James Huntzicker 545-4514 MAS 4/29/09 \ _____ \ _____
(Type your name & phone #.) by Mike Swift (Initials) (Date)

SUMMARY SHEET

I. Description of Item

Banking service fees have been paid by Earnings credit on balances maintained at Regions Bank. The current interest rates due to the down turn in the economy will not cover the county's banking cost. In order to pay these fees the operating budget for the Trustee must be increased as shown in attachment A

II. Source and Amount of Funding

A. Shelby County Trustee
Budget Name: General Fund Trustee
Budget Number: 042-800801
FY2009 Amount $164,000

B. There are no other additional costs, directly or indirectly, associated with this resolution.

III. Contract Items

None

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

ITEM NO: _____ PREPARED BY: Gordon Crisp

APPROVED BY: _____

A RESOLUTION APPROVING AN AMENDMENT TO THE FY2008-2009 OPERATING BUDGET FOR THE SHELBY COUNTY TRUSTEE'S OFFICE IN THE AMOUNT OF $164,000 TO PAY FOR BANKING SERVICE FEES, AND THIS ITEM REQUIRES THE EXPENDITURE OF COUNTY GENERAL OPERATING FUNDS IN THE AMOUNT OF $164,000.00. Sponsored by Commissioner Deidre Malone.

WHEREAS, The Board of County commissioners established the Shelby County Trustee as the County Banking Agent by Resolution No. 41 on July 16, 1984;

WHEREAS, The Shelby County Trustee, acting as said agent, entered into contract number CA074516 with Regions Bank on December 1, 2006 for banking services - custody and deposit of County Funds - pursuant to Resolution No. 3 adopted December 4, 2006; and

WHEREAS, The contract between Regions Bank allowed for the banking service fees to be offset by credits earned on funds held at Regions bank; and

WHEREAS, The earnings rate which is based on the 13 week treasury bill has slipped to record low levels and the earnings credit will no longer cover the banking service fees; and

WHEREAS, It is necessary to increase the FY 2008-2009 Trustee Operating Budget by $164,000.00 as shown on Exhibit A to pay for the aforementioned banking service fees; and

WHEREAS, This item will require the expenditure of County General Operating Funds from the Planned Fund Balance in the amount of $164,000.00 .

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2008-2009 Shelby County Trustee Operating Budget is hereby amended by $164,000 and funds hereby appropriated as shown on Exhibit A, which is attached hereto and incorporated hereinto by reference.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants to the extent of appropriations made in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Exhibit A

Division: Elected Official

Department: Trustee

Fund	Org.	Acct.	Account Name	Current Budget	Increase	Adjusted Budget
042	800801	6637	Outside Contracts	30,000.00	164,000.00	194,000.00
010	201201	9999	Planned Fund Balance Decrease	(95,000.00)	(164,000.00)	(259,000.00)

Item #: _____ Prepared by: Lou Geater

Approved by: Christy L. Kinard
Assistant County Attorney

RESOLUTION REQUESTING THE COUNTY MAYOR'S ADMINISTRATION TO INCLUDE FUNDING FOR THE SOUTHEAST SHELBY COUNTY LIBRARY IN THE COUNTY'S OPERATING BUDGET THROUGH FY 2012, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, The Shelby County Board of Commissioners has received a proposal from the County Mayor's administration allowing for a balanced budget in FY2010 and FY2011, which includes the closure of the Southeast Shelby County library; and

WHEREAS, It is the belief of the County Commission that the Southeast Shelby County Library provides a vital public service to the citizens of Shelby County and should not be closed as part of the process to balance the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Board of Commissioners hereby requests the County Mayor's Administration include funding for the Southeast Shelby County Library through FY 2012, and to take all necessary action to effectuate same.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

ITEM #_____ PREPARED BY_____

APPROVED BY: _____

RESOLUTION REQUIRING THE LAYOFF OF 100 GENERAL FUND EMPLOYEES ON OR BEFORE JUNE 30, 2009 IN ACCORDANCE THE CIVIL SERVICE MERIT ACT'S LAYOFF PROCEDURES. SPONSORED BY COMMISSIONER J. W. GIBSON.

WHEREAS, The Civil Service Merit Act in Section 12-44 states "Notwithstanding the other provision of this article, if conditions in any department or office of the county or the financial condition of the county necessitates a reduction in the workforce, the required reduction shall be in such class or classes as the appointing authority designates."

WHEREAS, To balance the General Fund operating budget for the fiscal year beginning July 1, 2009 a reduction in expenditures is necessary; and

WHEREAS, Personnel costs make up approximately 70% of all General Fund expenditures; and

WHEREAS, The Administration has recommended a reduction in the workforce of 100 employees as one of the expenditures reductions; and

WHEREAS, Those layoffs would be distributed between the elected officials based on their pro rata share of the total number of permanent positions in the proposed FY2010 General Fund operating budget; and

WHEREAS, The layoffs need to occur no later than June 30, 2009 in order to fully impact FY2010.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That 100 General Fund employees shall be laid off on or before June 30, 2009 as listed in the attached schedule by elected official in accordance the with Civil Service Merit Act's layoff procedures.

BE IT FUTHER RESOLVED, That each elected official shall notify the Human Resources Administrator of the individuals to be laid off by May 1, 2009 to provide these employees reasonable notice and to give a reasonable time for Human Resources to assist these employees in any way possible.

BE IT FURTHER RESOLVED, That the position from which each employee is laid off shall be eliminated from the FY2010 budget.

BE IT FURTHER RESOLVED, That any elected official may chose to eliminate any permanent General Fund position becoming vacant between March 1, 2009 and May 31, 2009 to meet their required number of layoffs.

BE IT FURTHER RESOLVED, That any Elected Official may provide for layoffs required by another Elected Official.

_____
A C Wharton, Jr.
County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

SUMMARY SHEET

I. Description of Item

The County Commission requested that the Mayor's Administration provide recommendations to balance the Fiscal 2010 General Fund budget without raising property taxes. On February 25, 2009, the Mayor's Administration provided recommendations to balance the Fiscal 2010 General Fund budget as requested. The recommendations included a layoff of at least 100 employees and it was noted that such layoffs would have to occur prior to July 1, 2009 to accomplish the required expenditure reduction. In order to give elected officials time to determine who to layoff and to give those employees reasonable notice and assistance, this resolution to requires notification to Human Resources of the employees to be laid off by May 1, 2009. This resolution requires the layoff of 100 General Fund employees by June 30, 2009. However, it allows elected officials to count positions vacated between March 1, 2009 and May 31, 2009 to help reduce the number of employees laid off.

II. Source and Amount of Funding

Not applicable

III. Contract Items

Not applicable.

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

General Fund
Allocation of Lay-off of 100 Employees
Excluding the Jail Operations

	Budgeted Positions	Allocations
Mayor's Administration	796	26
Sheriff (1)	939	31
Judicial		
Chancery	25	1
Circuit	45	1
Criminal	95	3
General Sessions	185	6
Probate	13	0
Juvenile Court Clerk	91	3
Juvenile Court	245	8
Attorney General	96	3
Public Defender	87	3
Divorce Referee	6	0
Jury Commission	5	0
Other Elected Officials		
Legislative/EOC	35	1
Assessor	153	5
County Clerk	103	3
Register	29	1
Trustee	76	3
Total	3,024	100

(1) Excluding Jail Operations and Jail East of 1,077

ITEM LANGUAGE: Resolution requiring the layoff of 100 General Fund employees on or before June 30, 2009 in accordance with the Civil Service Merit Act's layoff procedures. Sponsored by Commissioner J. W. Gibson.
ITEM ID: 623

==========

STEP: Originator
DATE: 3/17/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/17/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/17/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/17/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/18/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/18/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY PURCHASING DEPARTMENT
SEALED BID RECOMMENDATION SHEET

SEALED BID NO: I001427 **DATE DUE:** 12/12/2008

TITLE OR DESCRIPTION OF BID

YES	NO	REQUIREMENTS
	X	CIP PROJECT
X		BOARD OF COMMISSION APPROVAL
	X	CONTRACT
	X	SURETY (BONDS, ETC.)
	X	CERTIFICATE OF INSURANCE
X		E.O.C.REPORTS ATTACHED AND
X		CERTIFIED BY ADMINISTRATOR
X		COPY TO DEPARTMENT
X		COPY TO DIVISION DIRECTOR
X		COPY TO E.O.C.

FUEL, GASOLINE & DIESEL

DEPARTMENT(S) FLEET SERVICES
CONTACT(S) BILL CUNNINGHAM

DESCRIPTION	NO.
TOTAL NUMBER RFB SENT OUT	11
TOTAL NUMBER BIDS RECEIVED	5
NUMBER OF RESPONSES UNOPENED	
(NO E.O.C. CERTIFICATION)	1

Vendor	EOC Rating	Bid Price
*AVOL INTERNATIONAL, LLC	D	$1,130,690.00
Trumann Arnold Companies	D	$1,117,150.00
Indigo Energy Partners	D	$1,121,727.00
Petroleum Traders Corp.	B	$1,129,883.00
Ports Petroleum Co., Inc	A	$1,185,562.50

*BID AWARD - BASED ON A TWO PERCENT (2%) LOSB PEFERENCE ALLOWANCE FOR CONTRACTS THAT EXCEED $1,000,000.00 - ORDINANCE NO. 324

RECOMMENDATION: ON THE BASIS OF THE MOST RESPONSIVE BID RECEIVED AND WITH THE CONCURRENCE OF THE USING DEPARTMENT, I HEREBY RECOMMEND THE AWARD OF THIS BID TO AVOL INTERNATIONAL, LLC

TOTAL AMOUNT RECOMMENDED FOR AWARD IS $1,130,690.00

SHELBY COUNTY PURCHASING DEPARTMENT
SEALED BID RECOMMENDATION SHEET
SEALED BID NO: SBI001427 **DATE DUE:** 12/12/2008

FUEL, GASOLINE & DIESEL

A DETAILED BID RESULTS SPREADSHEET IS ATTACHED

Note: PRICING WILL VARY DAILY AS PER THE OPIS GASOLINE AND DIESEL WHOLESALE RACK PRICING FOR MEMPHIS. QUANTITIES IN THE BID ARE BASED ON AN ESTIMATED ANNUAL USAGE FROM PRIOR YEAR'S PURCHASES.

THE PERIOD OF BID AWARD SHALL BE FROM DATE OF BID AWARD TO JUNE 30, 2009 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS (JULY 1, 2009 THROUGH JUNE 30, 2010 AND JULY 1, 2010 THROUGH JUNE 30, 2011).

THIS AWARD REQUIRES BOARD OF COMMISSION APPROVAL

2/2/09
Robert S. Brenner, Buyer / Date

2/3/09
Clifton Davis, Administrator of Purchasing/ Date

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT BID I001427 DATED 12/12/2008 IS IN COMPLIANCE WITH PROCEDURES AS STATED IN THE SHELBY COUNTY COMMISSION RESOLUTION NO. 50 ON PURCHASING DEPARTMENT POLICY, DATED 2/4/80.

For the Shelby County Purchasing Department

DATE SWORN TO AND SUBSCRIBED BEFORE ME AT MEMPHIS, TENNESSEE ON THIS 3rd DAY OF February.

Jacqueline Miller Moore
Notary Public

STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

My Commission Expires November 7, 2017
My Commission Expires

Item# _____

Prepared by: Cindy Kirkland
Roads and Bridges

Approved by : _____
County Attorney

RESOLUTION APPROVING THE EXPENDITURE OF FUNDS BY SHELBY COUNTY GOVERNMENT TO AVPOL INTERNATIONAL, LLC FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL IN THE APPROXIMATE AMOUNT OF $1,130,690.00 AND THIS ITEM REQUIRES THE EXPENDITURE OF STATE GAS TAX FUNDS IN THE AMOUNT OF $1,130,690.00. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, The Shelby County Government has a need to purchase gasoline and diesel fuel for the various departments; and

WHEREAS, Sealed bids were requested and received December 12, 2008, with the best bid meeting specifications being submitted by AVPOL International, LLC in the total estimated annual amount of $1,130,690.00; and

WHEREAS, The period of award is from the date of the award through June 30, 2009 with the option to renew for two (2) additional one (1) year periods

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds to AVOL International, LLC for a total of $1,130,390.00 for the purchase of gasoline and diesel fuel is hereby approved.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchases orders for the purchase of gasoline and diesel fuel from the FY 2008-2009 O & M account number 071-301902-6060 Roads and Bridges Department-Fleet Services, Petroleum Products, subject to availability of funds at the time of purchase order is issued.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary for the completion of this purchase.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant(s) to AVPOL International, LLC not to exceed a total of $1,130,690.00, for the purpose contained in this resolution and to take proper credit in their accounting therefor.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST: _____

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. Description of Item

The Shelby County Roads and Bridges Department has a need to purchase fuel. The fleet Services Section currently operates two fuel service stations for Shelby County Government, one located on Haley Road at the Shelby County Correction Center and one located on Alabama Avenue in downtown Memphis. Fuel availability is critical for routine services and to many Shelby County Departments and agencies who are involved in service delivery during times of emergencies. The county historically uses approximately 89,000 gallons of fuel per month.

For the past two years Shelby County Roads and Bridges Department piggybacked on the City of Memphis petroleum contract. However, Memphis rebid their contract in December, 2008 and selected a new vendor. Shelby County was unable to meet the terms of their new vendor requiring payment within 10 days; therefore, Shelby County had to seek a new vendor for our petroleum needs.

The Shelby County Purchasing Department processed a sealed bid for this product and bids were received December 12, 2008 for the purpose of supplying the Shelby County Fleet Services and Sheriff's Department with its requirements for "Gasoline and Diesel Fuel".

The lowest and best bidder appeared to be Trumann Arnold Companies. However, with reference to Ordinance 324 regarding the Locally Owned Small Business program, a 2% preference is allowed for contracts that exceed $1,000,000.00. Therefore, it is recommended the bid be awarded in its entirety to AVPOL International, LLC, an LOSB Vendor, since the bid variance is within 2% of the actual low bidder. Please note terms of payment are net 30 days instead of net 10 days which is standard on most fuel contracts. Pricing will vary daily as per the OPIS petroleum index to escalate or de-escalate.

AVPOL was the new vendor selected through the bid process to provide fuel from December, 2008 through June, 2009 with the option to renew for two (2) additional one (1) year periods (July 1, 2009 through June 30, 2010 and July 1, 2010 through June 30, 2011).. The bid award for $1,130,690.00 covers the FY 2008-2009 year at the estimated quantity of 89,000 gallons monthly.

Until this resolution is approved, funds remain available for the purchase of fuel throughout Shelby County in the Fleet Services budget with our current vendor.

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

$1,130,690.00 from State Gasoline Tax funds

B. All Costs (Direct/Indirect)

Direct costs as stated above; no indirect costs.

C. Additional or Subsequent Obligations or Expenses of Shelby County

None

III. Contract Items

Not Applicable

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this item.

ITEM LANGUAGE: Resolution Approving The Expenditure Of Funds By Shelby County Government To Avpol International, Llc For The Purchase Of Gasoline And Diesel Fuel In The Approximate Amount Of $1,130,690.00 And This Item Requires The Expenditure Of State Gas Tax Funds In The Amount Of $1,130,690.00. Sponsored By Commissioner Wyatt Bunker.
ITEM ID: 654

==========

STEP: Originator
DATE: 4/27/2009
ORIGINATOR: cindy.kirkland Phone Number:379-4419
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/27/2009
APPROVER: carolyn.benson Phone Number:379-4414
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/27/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/27/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/29/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/29/2009
APPROVER: lisa.kelly
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/29/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/29/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/29/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/29/2009
APPROVER: wanda.richards

DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/30/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/30/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

PURCHASING DEPARTMENT
160 NORTH MAIN, ROOM 550
MEMPHIS, TN 38103
545-4360

TO: CAROLYN BENSON
ROADS & BRIDGES DEPARTMENT

FROM: NELSON FOWLER
PURCHASING DEPARTMENT

DATE: APRIL 15, 2009

RE: APPROVED RECOMMENDATION SHEET (FINAL APPROVAL OF AWARD BY BOARD OF COMMISSIONERS REQUIRED)

Attached is a copy of the approved recommendation sheets for award of the Sealed Bid referenced below:

REFERENCE: BID NO.: **SEALED BID NUMBER I001444**
DUE DATE: **APRIL 9, 2009**
DESCRIPTION: **LIMESTONE PRODUCTS**

It is necessary that the award of this bid receive approval by the Board of Commissioners before issuance of a purchase order or the signing of a contract by the County.

Please prepare the commission packet including the applicable contract documents, bonds, certificate of insurance, etc. and return the complete packet to Bernita Poole in the Contract Section of the Purchasing Department for further routing.

Your contract, if required, should include or incorporate the Bid Specification. If there are fund sources other than County General Funds or CIP which partially or wholly fund this contract (e.g. State or Federal), it is mandatory that all restrictions or requirements which attach to these funds be included in your contract.

Also, if bid specifications includes multiple renewal periods please include renewals in your resolution and contract.

By way of this memo, we are notifying the Office of E.O.C. Information (Contract Compliance Status Reports, etc.) required for inclusion in the commission packet to my attention in Purchasing. Upon receipt I will forward it to the Contract Administration Section for further processing.

Attachments

cc: Carolyn Watkins, Admin., E.O.C. Office
Bernita Poole, Contract Administration
Sealed Bid File
rtltrl.frm

SHELBY COUNTY PURCHASING DEPARTMENT
SEALED BID RECOMMENDATION SHEET
SEALED BID NO: I001444 DATE DUE: 4-09-09

TITLE OR DESCRIPTION OF BID

YES	NO	REQUIREMENTS
	X	CIP PROJECT
X		BOARD OF COMMISSION APPROVAL
	X	CONTRACT
	X	SURETY (BONDS, ETC.)
	X	CERTIFICATE OF INSURANCE
X		E.O.C.REPORTS ATTACHED AND
X		CERTIFIED BY ADMINISTRATOR
X		COPY TO DEPARTMENT
X		COPY TO DIVISION DIRECTOR
X		COPY O E.O.C.

LIMESTONE PRODUCTS

DEPARTMENT(S) ROADS & BRIDGES
CONTACT(S) Carolyn Benson

DESCRIPTION	NO.
TOTAL NUMBER RFB SENT OUT	12
TOTAL NUMBER BIDS RECEIVED	03
NUMBER OF RESPONSES UNOPENED	00
(NO E.O.C. CERTIFICATION)	01

		FULLEN DOCK & WAREHOUSE	APAC-TENNESSEE
1.	LIMESTONE RIP RAP CLASS C:		
	FOB PIT	*18.00 TON	25.00 TON
	FOB S/C CORRECTION CENTER	*21.50 TON	30.00 TON
	ESTIMATED QUANTITIES 3,500 TONS		
2.	LIMESTONE RIP RAP CLASS A-1:		
	FOB PIT	*17.00 TON	25.00 TON
	FOB S/C CORRECTION CENTER	*20.50 TON	30.00 TON
	ESTIMATED QUANTITIES 2,000 TONS		
3.	CRUSHED LIMESTONE CR610:		
	FOB PITT	*13.60 TON	15.50 TON
	FOB S/C CORRECTION CENTER	*17.10 TON	20.00 TON
	ESTIMATED QUANTITIES 7,100 TONS		
4.	LIMESTONE: GABION		
	FOB PITT	*17.00 TON	17.00 TON
	FOB S/C CORRECTION CENTER	*20.50 TON	21.50 TON
	ESTIMATED QUANTITIES 500 TONS		
	EOC RATING	C	A
	LOSB	No	No

*BID AWARD

SHELBY COUNTY PURCHASING DEPARTMENT
SEALED BID RECOMMENDATION SHEET
SEALED BID NO: I001444 DATE DUE: 4-09-09

LIMESTONE PRODUCTS

RECOMMENDATION: ON THE BASIS OF A TOTAL LOW AWARD TO ONE VENDOR, I HEREBY RECOMMEND THE AWARD OF OUR BID AS FOLLOWS:

VENDOR	ITEMS RECOMMENDED FOR AWARD	AMOUNT RECOMMENDED FOR AWARD
1. FULLEN DOCK	ITEM #1 - LIMESTONE RIP RAP- CLASS C	$ 63,000.00
	ITEM #2 - LIMESTONE RIP RAP- CLASS A-1	$ 34,000.00
	ITEM #3 - CRUSHED LIMESTONE CR610	$ 96,560.00
	ITEM #4 - LIMESTONE GABION RIP RAP	$ 8,500.00
TOTAL AMOUNT RECOMMENDED FOR AWARD IS:		$202,060.00.

NOTE: THIS AWRD IS BASED ON THE DEPARTMENT PICKING UP ALL LIMESTONE PRODUCT (FOB PITT).

THIS AWARD REQUIRES BOARD OF COMMISSION APPROVAL.

THE AWARD PERIOD IS JULY 1, 2009 THRU JUNE 30, 2010 WITH AND OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR PERIODS.

SHELBY COUNTY PURCHASING DEPARTMENT
SEALED BID RECOMMENDATION SHEET
SEALED BID NO: I001444 DATE DUE: 4-09-09

LIMESTONE PRODUCTS

Nelson Fowler, Buyer / Date 4/14/09 Clifton Davis, Administrator of Purchasing / Date 4/15/09

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT BID I001444 DATED 4-09-09 IS IN COMPLIANCE WITH THE PROCEDURES AS STATED IN THE SHELBY COUNTY COMMISSION RESOLUTION NO. 50 ON PURCHASING DEPARTMENT POLICY, DATED 2/4/80.

Nelson Fowler, Buyer for the Shelby County Purchasing Department

DATE SWORN TO AND SUBSCRIBED BEFORE ME AT MEMPHIS, TENNESSEE ON THIS 15th DAY OF April, 2006

JACQUELINE MILLER-MOORE STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

Notary Public

My Commission Expires November 7, 2012

My Commission Expires

SUMMARY SHEET

I. Description of Item

The Shelby County Roads and Bridges Department has a need to purchase limestone material for the continued maintenance and repairs for roadways and bridges throughout unincorporated Shelby County and other limestone-related projects for various departments within Shelby County Government.

This resolution appropriates $202,060.00 from the FY2009-2010 Operating Budget for limestone to Fullen Dock and Warehouse for approximately 3,500 tons of Rip Rap Class C at $18.00/ton, 2,000 tons of Rip Rap Class A-1 at $17.00/ton, 7,100 tons of Crushed Limestone CR-610 at $13.60/ton, and 500 tons of Gabion at $17.00/ton . Rip Rap will be used to stabilize streambeds and bridge abutments; CR-610 Rock will be used for base materials on roadways and shoulders and to repair areas under asphalt pavement where the base has failed; Gabion Rock will be used around pipe where it is necessary to place the rock by hand to prevent erosion and for special applications relating to weed and vegetation control.

This represents an increase of $21,475.00 over the FY2006-2007 bid award in the amount of $180,585.00

To the best of our knowledge, there are no known LOSB vendors that provide limestone material for the purpose of this contract.

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

$202,060.00 from State Gasoline Tax funds and other dedicated revenues of the Roads and Bridges Fund; expenditures to be recorded in Acct. No. 071-301003-6044, Materials-Operational Roads.

B. All Costs (Direct/Indirect)

Direct Costs as Stated Above; no indirect costs.

C. Additional or Subsequent Obligations or Expenses of Shelby County

None

III. Contract Items

Not Applicable

IV. Additional Information Relevant to Approval of this Item

Item# _____

Prepared by Tracee L. Stills
Roads and Bridges

Approved by _____
County Attorney

RESOLUTION APPROVING THE EXPENDITURE OF FUNDS BY SHELBY COUNTY GOVERNMENT TO FULLEN DOCK AND WAREHOUSE FOR LIMESTONE PRODUCTS IN THE APPROXIMATE AMOUNT OF $202,060.00 FROM JULY 1, 2009 THROUGH JUNE 30, 2010 AND THIS ITEM REQUIRES THE EXPENDITURE OF STATE GAS TAX FUNDS IN THE AMOUNT OF $202,060.00. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, Shelby County Roads and Bridges Department has determined there is a need for erosion control and stabilization of the stream banks and other damage structures; and

WHEREAS, CR-610 Limestone Rock will be used for the purpose of routine maintenance and patching of large failures in roadway surfaces, maintaining accepted subdivision streets, and backfilling roadways where drainage pipes are being replaced to maintain traffic on roadways; and

WHEREAS, Limestone Gabion Rock is smaller in size and will be used for special applications in areas where weed and vegetation control is necessary; and

WHEREAS, Sealed bids were requested and received on April 9, 2009, with the lowest/best bids meeting specifications being submitted by Fullen Dock and Warehouse in the total estimated amount of $202,060.00; and

WHEREAS, The period of award is from July 1, 2009 through June 30, 2010, with the option to renew for two (2) additional one (1) year periods.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds to Fullen Dock and Warehouse for a total of $202,060.00, from July 1, 2009 through June 30, 2010, is hereby approved.

BE IT FURTHER RESOLVED, That the expenditure of funds is contingent upon the adoption of FY2009-2010 O & M Budget.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders for this material from the FY2009-2010 O & M account number 071-301003-

6044 Roads and Bridges Department, Materials-Operational Roads, subject to the availability of funds at the time the purchase orders are issued.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary for the completion of this purchase.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant(s) to Fullen Dock and Warehouse not to exceed a total of $202,060.00, for the purposes contained in this resolution and to take proper credit in their accounting therefor.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

ITEM LANGUAGE: Resolution Approving The Expenditure Of Funds By Shelby County Government To Fullen Dock And Warehouse For Limestone Products In The Approximate Amount Of $202,060.00 From July 1, 2009 Through June 30, 2010 And This Item Requires The Expenditure Of State Gas Tax Funds In The Amount Of $202,060.00. Sponsored By Commissioner Wyatt Bunker.
ITEM ID: 656

==========

STEP: Originator
DATE: 4/23/2009
ORIGINATOR: tracee.stills Phone Number:379-4418
DECISION: APPROVE - Send To Department Head

STEP: Assistant Dept Head
DATE: 4/27/2009
APPROVER: charles.wood
DECISION: Return To Department Head

STEP: Department Head
DATE: 4/27/2009
APPROVER: carolyn.benson Phone Number:379-4414
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/27/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/27/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/28/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/28/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/29/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/29/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

ITEM # _____ PREPARED BY Cliff Norville

APPROVED BY _____
County Attorney

RESOLUTION TO AMEND THE GENERAL FUND BUDGET FOR FISCAL 2009 TO PROVIDE $400,000.00 OF ADDITIONAL FUNDING TO SUPPORT SERVICES FOR UTILITIES. THIS RESOLUTION SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, Support Services utilities expense in the General Fund are projected to exceed the amount budgeted by up to $400,000.00, and

WHEREAS, It is necessary to amend the General Fund budget for utilities by $400,000.00, and

WHEREAS, This budget increase will be provided by a planned use of fund balance of the General Fund.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the budget for the General Fund for FY 2009 is amended decreasing Account No. 010-201201-9999 Use of Fund Balance by $400,000.00 and increasing Support Services – Utilities by $400,000.00 and such amount is hereby appropriated.

BE IT FURTHER RESOLVED, The County Mayor and Division Director of Administration and Finance are authorized to issue their warrant or warrants in amounts and for the purposes noted above and to take proper credit in the accounting therefore.

SHELBY COUNTY GOVERNMENT

_____
A C Wharton, Jr., Mayor

ATTEST:

_____
Clerk of County Commission

ADOPTED_____

SUMMARY SHEET

I. DESCRIPTION OF ITEM

The Support Services utilities budget for fiscal 2009 is approximately $3.43 million. Based upon the actual utility expenses through the first nine months of the fiscal year, utility expenses for FY09 are projected to exceed the budget by approximately $400,000. The increase in utility costs is primary due to MLGW rate increases. The fiscal 2009 budget must be amended to provide for payment of the utility costs. This resolution increases the budget for utilities by $400,000 provided by a use fund balance of the General Fund.

II. SOURCE AND AMOUNT OF FUNDING

Funding will be provided by a General Fund use of fund balance (account 010-201201-9999).

III. CONTRACT ITEMS

Not applicable

IV. ADDITIONAL INFORMATION

The Administration recommends approval of this resolution.

ITEM LANGUAGE: Resolution To Amend The General Fund Budget For Fiscal 2009 To Provide $400,000.00 Of Additional Funding To Support Services For Utilities. This Resolution Sponsored By Commissioner Wyatt Bunker.

ITEM ID: 666

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STEP: Originator
DATE: 4/30/2009
ORIGINATOR: lee.hinson Phone Number:545-2745
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/30/2009
APPROVER: melvin.booth Phone Number:545-4460
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/30/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/30/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/30/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/30/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/30/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/30/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Hospitals & Health

For Commission Action on (date) May 11, 2009

A resolution approving an amendment to the FY2008-2009 operating budget of the Public Health Emergency Preparedness grant program increasing the budget by $263,425 for the provision of public health emergency response in the areas of Emergency Preparedness, Pandemic Services and Cities Readiness Initiative and the appropriation of said funds. This item requires the expenditure of Federal through State grant funds in the amount of $263,425. Resolution sponsored by Commissioner Joyce Avery.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $ 263,425.00

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Health Department - Emergency Preparedness Services

APPROVAL:

Dept. Head: Johnathan Russell 544-7585 _____ _____\ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: __________\ _____
(Type your name & phone #.) (Initials) (Date)

Division Director: Yvonne S. Madlock 544-7583 __________\ _____
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: __________\ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Michael A. Swift 545-4449 __________\ _____
(Type your name & phone #.) (Initials) (Date)

County Attorney: Mary Bright 545-4963 _______________
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James Huntzicker 545-4514 __________\ _____
(Type your name & phone #.) (Initials) (Date)

ITEM NO: _____ PREPARED BY: Johnathan Russell

APPROVED BY: _____

A resolution approving an amendment to the FY2008-2009 operating budget of the Public Health Emergency Preparedness grant program increasing the budget by $263,425 for the provision of public health emergency response in the areas of Emergency Preparedness, Pandemic Services and Cities Readiness Initiative and the appropriation of said funds. This item requires the expenditure of Federal through State grant funds in the amount of $263,425. Resolution sponsored by Commissioner Joyce Avery.

WHEREAS, That a contract between the Tennessee Department of Health and the Shelby County Government in the amount of $1,191,000.00 for the period August 1, 2008 – July 31, 2009, was entered into on November 14, 2008 for the Public Health Emergency Preparedness (PHEP) Services Program grant; and

WHEREAS, That a contract amendment has been prepared by the Tennessee Department of Health in the amount of $1,459,700.00, an increase of $268,700.00 for the PHEP Services Program Operating Budget No. 679-4004; and

WHEREAS, Said contract amendment has not been fully executed but is anticipated as being fully executed by June 30, 2009; and

WHEREAS, That it is necessary to process the resolution now in order to be able to fully expend the grant because the grant expires July 31, 2009, and the processing of a resolution after the full execution of the grant may prevent the full expenditure of the grant; and

WHEREAS, That it is necessary to amend the FY2009 operating budget of the PHEP Program Operating Budget No. 679-4004 as Shown on Exhibit A; and

WHEREAS, That there is no cost to the County for this activity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2008-2009 Shelby County Operating Budget is hereby amended and funds appropriated in the amount of $263,425 as per Exhibit A, which is attached hereto and incorporated hereinto by reference.

BE IT FURTHER RESOLVED, That this resolution shall be of no force or effect if said contract amendment is not entered into by Tennessee Department of Health and Shelby County Government by June 30, 2009.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the said contract amendment on behalf of Shelby County Government, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants to the extent of appropriations made in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. Description of Item

Requesting approval of a budget amendment and appropriation of funds in the eleven (11) month FY2008-2009 Operating Budget in the amount of $263,425 .

This is a contract between Shelby County Government and the Tennessee Department of Health for the Public Health Emergency Preparedness (PHEP) Program.

II. Source and Amount of Funding

A. Tennessee Department of Health $1,459,700

PHEP Grant Fund-679-4004 August 1, 2008 – June 30, 2009	Current Budget	Budget Adjustments	Revised Budget
Revenues	($1,091,750)	($263,425)	($1,355,175)
Personnel Expenditures	75,612	183	75,795
O & M/Net Transfers	316,138	263,242	579,380
Net Income	$0	$0	$0

B. There are no other costs, directly or indirectly, associated with this resolution.

C. There are no additional or subsequent obligations or expenses for which Shelby County will ultimately be responsible.

III. Contract Items

A. This is a contract funding the Health Department for the following activity:

- **Bioterrorism Preparedness Services is a program to upgrade emergency preparedness and response capabilities related to bioterrorism, outbreaks of infectious disease, natural or man-made disasters and other public health threats and emergencies.**

B. Contract is for the period August 1, 2008-July 31, 2009 in the amount of $1,459,700.00 budgeted as follows:

Emergency Preparedness	$1,007,000.00
Pandemic Services	$ 80,300.00
Cities Readiness Initiative	$ 372,400.00
Total Contract	$1,459,700.00
Estimate to be budgeted and incurred	$1,355,175.00

IV. Additional Information Relevant to Approval of this Item

- **Administration recommends approval of this Resolution.**
- **This budget amendment will permit maximum utilization of grant funds.**
- **There is no cost to the County for this activity.**
- **Bioterrorism ensures that all Public Health Preparedness Program staff maintain the security of proprietary information including the Tennessee Emergency Management Plan, readiness assessments, and the locations of the Strategic National Stockpile (SNS) warehouse, vaccine or antibiotic stockpiles and the state pharmaceutical cache.**
- **Contract requires the MSCHD to collaborate with local emergency/medical agencies for upgrading preparedness and response capabilities related to bioterrorism, outbreaks of infectious disease, natural or man-made disasters and other public health threats of emergencies.**
- **Ensure the MSCHD can receive, manage and rapidly distribute stockpiles of medication and medical material in a community-wide bioterrorism event or public health threat.**

DIVISION OF HEALTH SERVICES
BIOTERRORISM PREPAREDNESS SERVICES PROGRAM
AUGUST 01, 2008 - JUNE 30, 2009
BUDGET NO. 679-4004-VARIOUS - ROLLUP

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL GRANTS THRU STATE	(1,091,750)	(263,425)	(1,355,175)
	TOTAL STATE REVENUE	(1,091,750)	(263,425)	(1,355,175)
5102	SALARIES & LABOR	603,680	-	603,680
	TOTAL SALARIES & OVERTIME	603,680	-	603,680
5254	OVERTIME	-	183	183
	TOTAL OTHER COMPENSATION	-	183	183
5510	RETIREMENT BENEFITS - COUNT	42,258	-	42,258
5511	OPEB RETIREE INSURANCE	40,743	-	40,743
5516	MEDICARE COVERAGE (MQFE)	8,754	-	8,754
5520	GROUP LIFE INSURANCE	4,104	-	4,104
5540	GROUP HOSPITAL INSURANCE	8,523	-	8,523
5543	CIGNA INSURANCE	46,098	-	46,098
5560	DISABILITY INSURANCE	9,659	-	9,659
5591	OJI MEDICAL INSURANCE	9,357	-	9,357
5592	UNEMPLOYMENT COMP INS	1,986	-	1,986
	TOTAL FRINGES	171,482	-	171,482
6006	APPARREL-EMPLOYEES	620	(620)	-
6014	CUSTODIAL SUPPLIES	620	(620)	-
6016	DATA PROCESSING SUPP	19,420	1,580	21,000
6026	EXPENDABLE FURN & EQUIP	850	53,150	54,000
6028	FOOD & FEED PURCHASES	620	1,180	1,800
6042	MATERIALS & SUPPLIES	5,620	54,696	60,316
6046	MEDICAL SUPPLIES	2,690	67,310	70,000
6048	MEMBERSHIPS, PUBS & DUES	620	752	1,372
6052	OFFICE SUPPLIES	12,225	32,659	44,884
6064	PHOTO, MAPS & BLUEPRINTS	620	(120)	500
	TOTAL SUPPLIES	43,905	209,967	253,872
6446	LOCAL TRANSPORATION	3,500	1,650	5,150
6467	TRAVEL	22,150	2,200	24,350
	TOTAL SERVICES	25,650	3,850	29,500
6637	OUTSIDE CONTRACTS	1,800	9,500	11,300
	TOTAL PROF. & CONTRACTED	1,800	9,500	11,300
6771	COMMUNICATIONS EXPENSE	1,500	9,000	10,500
6777	MAINT BLDG & GROUNDS	600	-	600
6795	RENT-EQUIPMENT	-	7,000	7,000
	TOTAL RENT, UTILITIES & MAINTE	2,100	16,000	18,100
6852	PRINTING INSIDE	6,400	2,800	9,200
6854	MAIL SERVICES	1,300	1,000	2,300
6874	TELECOMM SERVICES	41,100	8,775	49,875
	TOTAL O & M CONTRA	48,800	12,575	61,375
	TOTAL EXPENDITURES	897,417	252,075	1,149,492
9804	TR/T INDIRECT COST	194,333	11,350	205,683
	TOTAL TRANSFERS OUT	194,333	11,350	205,683
	TOTAL EXPENDITURES AND TRA	1,091,750	263,425	1,355,175
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
HOMELAND SECURITY BIOTERRORISM
AUGUST 01, 2008 - JUNE 30, 2009
BUDGET NO. 679-400401

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL GRANTS THRU STATE	(911,000)	(7,000)	(918,000)
	TOTAL STATE REVENUE	(911,000)	(7,000)	(918,000)
5102	SALARIES & LABOR	545,000	-	545,000
	TOTAL SALARIES & OVERTIME	545,000	-	545,000
5254	OVERTIME	-	183	183
	OTHER COMPENSATION TOTAL	-	183	183
5510	RETIREMENT BENEFITS - COUNT	38,150	-	38,150
5511	OPEB RETIREE INSURANCE	36,635	-	36,635
5516	MEDICARE COVERAGE (MQFE)	7,903	-	7,903
5520	GROUP LIFE INSURANCE	3,705	-	3,705
5540	GROUP HOSPITAL INSURANCE	8,523	-	8,523
5543	CIGNA INSURANCE	41,258	-	41,258
5560	DISABILITY INSURANCE	8,720	-	8,720
5591	OJI MEDICAL INSURANCE	8,447	-	8,447
5592	UNEMPLOYMENT COMP INS	1,793	-	1,793
	TOTAL FRINGES	155,134	-	155,134
6006	APPARREL-EMPLOYEES	170	(170)	-
6014	CUSTODIAL SUPPLIES	170	(170)	-
6016	DATA PROCESSING SUPP	170	1,030	1,200
6026	EXPENDABLE FURN & EQUIP	170	8,830	9,000
6028	FOOD & FEED PURCHASES	170	630	800
6042	MATERIALS & SUPPLIES	170	538	708
6046	MEDICAL SUPPLIES	170	(170)	-
6048	MEMBERSHIPS, PUBS & DUES	170	(70)	100
6052	OFFICE SUPPLIES	11,775	(9,583)	2,192
6064	PHOTO, MAPS & BLUEPRINTS	170	(170)	-
	TOTAL SUPPLIES	13,305	695	14,000
6446	LOCAL TRANSPORATION	2,000	(100)	1,900
6467	TRAVEL	5,000	1,100	6,100
	TOTAL SERVICES	7,000	1,000	8,000
6637	OUTSIDE CONTRACTS	-	-	-
	TOTAL PROF. & CONTRACTED	-	-	-
6771	COMMUNICATIONS EXPENSE	500	(500)	-
6777	MAINT BLDG & GROUNDS	-	-	-
6795	RENT-EQUIPMENT	-	-	-
	TOTAL RENT, UTILITIES & MAINTE	500	(500)	-
6852	PRINTING INSIDE	900	100	1,000
6854	MAIL SERVICES	400	100	500
6874	TELECOMM SERVICES	6,200	800	7,000
	TOTAL O & M CONTRA	7,500	1,000	8,500
	TOTAL EXPENDITURES	728,439	2,378	730,817
9804	TR/T INDIRECT COST	182,561	4,622	187,183
	TOTAL TRANSFERS OUT	182,561	4,622	187,183
	TOTAL EXPENDITURES AND TRA	911,000	7,000	918,000
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
PANDEMIC SERVICES
AUGUST 01, 2008 - JUNE 30, 2009
BUDGET NO. 679-400426

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL GRANTS THRU STATE	(13,290)	(65,985)	(79,275)
	TOTAL STATE REVENUE	(13,290)	(65,985)	(79,275)
5102	SALARIES & LABOR	-	-	-
	TOTAL SALARIES & OVERTIME	-	-	-
5254	OVERTIME	-	-	-
	OTHER COMPENSATION TOTAL	-	-	-
5510	RETIREMENT BENEFITS - COUNT	-	-	-
5511	OPEB RETIREE INSURANCE	-	-	-
5516	MEDICARE COVERAGE (MQFE)	-	-	-
5520	GROUP LIFE INSURANCE	-	-	-
5540	GROUP HOSPITAL INSURANCE	-	-	-
5543	CIGNA INSURANCE	-	-	-
5560	DISABILITY INSURANCE	-	-	-
5591	OJI MEDICAL INSURANCE	-	-	-
5592	UNEMPLOYMENT COMP INS	-	-	-
	TOTAL FRINGES	-	-	-
6006	APPARREL-EMPLOYEES	230	(230)	-
6014	CUSTODIAL SUPPLIES	230	(230)	-
6016	DATA PROCESSING SUPP	230	770	1,000
6026	EXPENDABLE FURN & EQUIP	230	4,770	5,000
6028	FOOD & FEED PURCHASES	230	770	1,000
6042	MATERIALS & SUPPLIES	230	14,378	14,608
6046	MEDICAL SUPPLIES	2,070	27,930	30,000
6048	MEMBERSHIPS, PUBS & DUES	230	270	500
6052	OFFICE SUPPLIES	230	2,462	2,692
6064	PHOTO, MAPS & BLUEPRINTS	230	270	500
	TOTAL SUPPLIES	4,140	51,160	55,300
6446	LOCAL TRANSPORATION	500	2,250	2,750
6467	TRAVEL	3,150	5,100	8,250
	TOTAL SERVICES	3,650	7,350	11,000
6637	OUTSIDE CONTRACTS	-	-	-
	TOTAL PROF. & CONTRACTED	-	-	-
6771	COMMUNICATIONS EXPENSE	500	(500)	-
6777	MAINT BLDG & GROUNDS	-	-	-
6795	RENT-EQUIPMENT	-	-	-
	TOTAL RENT, UTILITIES & MAINTE	500	(500)	-
6852	PRINTING INSIDE	-	-	-
6854	MAIL SERVICES	-	-	-
6874	TELECOMM SERVICES	5,000	7,975	12,975
	TOTAL O & M CONTRA	5,000	7,975	12,975
	TOTAL EXPENDITURES	13,290	65,985	79,275
9804	TR/T INDIRECT COST	-	-	-
	TOTAL TRANSFERS OUT	-	-	-
	TOTAL EXPENDITURES AND TRAN	13,290	65,985	79,275
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
CITIES READINESS INITIATIVE
AUGUST 01, 2008 - JUNE 30, 2009
BUDGET NO. 679-400427

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL GRANTS THRU STATE	(160,300)	(197,600)	(357,900)
	TOTAL STATE REVENUE	(160,300)	(197,600)	(357,900)
5102	SALARIES & LABOR	58,680	-	58,680
	TOTAL SALARIES & OVERTIME	58,680	-	58,680
5254	OVERTIME	-	-	-
	OTHER COMPENSATION TOTAL	-	-	-
5510	RETIREMENT BENEFITS - COUNT	4,108	-	4,108
5511	OPEB RETIREE INSURANCE	4,108	-	4,108
5516	MEDICARE COVERAGE (MQFE)	851	-	851
5520	GROUP LIFE INSURANCE	399	-	399
5540	GROUP HOSPITAL INSURANCE	-	-	-
5543	CIGNA INSURANCE	4,840	-	4,840
5560	DISABILITY INSURANCE	939	-	939
5591	OJI MEDICAL INSURANCE	910	-	910
5592	UNEMPLOYMENT COMP INS	193	-	193
	TOTAL FRINGES	16,348	-	16,348
6006	APPARREL-EMPLOYEES	-	-	-
6014	CUSTODIAL SUPPLIES	-	-	-
6016	DATA PROCESSING SUPP	18,800	-	18,800
6026	EXPENDABLE FURN & EQUIP	-	40,000	40,000
6028	FOOD & FEED PURCHASES	-	-	-
6042	MATERIALS & SUPPLIES	5,000	40,000	45,000
6046	MEDICAL SUPPLIES	-	40,000	40,000
6048	MEMBERSHIPS, PUBS & DUES	-	772	772
6052	OFFICE SUPPLIES	-	40,000	40,000
6064	PHOTO, MAPS & BLUEPRINTS	-	-	-
	TOTAL SUPPLIES	23,800	160,772	184,572
6446	LOCAL TRANSPORATION	500	-	500
6467	TRAVEL	10,000	-	10,000
	TOTAL SERVICES	10,500	-	10,500
6637	OUTSIDE CONTRACTS	1,800	9,500	11,300
	TOTAL PROF. & CONTRACTED	1,800	9,500	11,300
6771	COMMUNICATIONS EXPENSE	500	10,000	10,500
6777	MAINT BLDG & GROUNDS	600	-	600
6795	RENT-EQUIPMENT	-	7,000	7,000
	TOTAL RENT, UTILITIES & MAINTE	1,100	17,000	18,100
6852	PRINTING INSIDE	5,500	2,700	8,200
6854	MAIL SERVICES	900	900	1,800
6874	TELECOMM SERVICES	29,900	-	29,900
	TOTAL O & M CONTRA	36,300	3,600	39,900
	TOTAL EXPENDITURES	148,528	190,872	339,400
9804	TR/T INDIRECT COST	11,772	6,728	18,500
	TOTAL TRANSFERS OUT	11,772	6,728	18,500
	TOTAL EXPENDITURES AND TRAN	160,300	197,600	357,900
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
REAL TIME DETENTION
AUGUST 01, 2008 - JUNE 30, 2009
BUDGET NO. 679-400428

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL GRANTS THRU STATE	(7,160)	7,160	-
	TOTAL STATE REVENUE	(7,160)	7,160	-
5102	SALARIES & LABOR	-	-	-
	TOTAL SALARIES & OVERTIME	-	-	-
5254	OVERTIME	-	-	-
	OTHER COMPENSATION TOTAL	-	-	-
5510	RETIREMENT BENEFITS - COUNT	-	-	-
5511	OPEB RETIREE INSURANCE	-	-	-
5516	MEDICARE COVERAGE (MQFE)	-	-	-
5520	GROUP LIFE INSURANCE	-	-	-
5540	GROUP HOSPITAL INSURANCE	-	-	-
5543	CIGNA INSURANCE	-	-	-
5560	DISABILITY INSURANCE	-	-	-
5591	OJI MEDICAL INSURANCE	-	-	-
5592	UNEMPLOYMENT COMP INS	-	-	-
	TOTAL FRINGES	-	-	-
6006	APPARREL-EMPLOYEES	220	(220)	-
6014	CUSTODIAL SUPPLIES	220	(220)	-
6016	DATA PROCESSING SUPP	220	(220)	-
6026	EXPENDABLE FURN & EQUIP	450	(450)	-
6028	FOOD & FEED PURCHASES	220	(220)	-
6042	MATERIALS & SUPPLIES	220	(220)	-
6046	MEDICAL SUPPLIES	450	(450)	-
6048	MEMBERSHIPS, PUBS & DUES	220	(220)	-
6052	OFFICE SUPPLIES	220	(220)	-
6064	PHOTO, MAPS & BLUEPRINTS	220	(220)	-
	TOTAL SUPPLIES	2,660	(2,660)	-
6446	LOCAL TRANSPORATION	500	(500)	-
6467	TRAVEL	4,000	(4,000)	-
	TOTAL SERVICES	4,500	(4,500)	-
6637	OUTSIDE CONTRACTS	-	-	-
	TOTAL PROF. & CONTRACTED	-	-	-
6771	COMMUNICATIONS EXPENSE	-	-	-
6777	MAINT BLDG & GROUNDS	-	-	-
6795	RENT-EQUIPMENT	-	-	-
	TOTAL RENT, UTILITIES & MAINTE	-	-	-
6852	PRINTING INSIDE	-	-	-
6854	MAIL SERVICES	-	-	-
6874	TELECOMM SERVICES	-	-	-
	TOTAL O & M CONTRA	-	-	-
	TOTAL EXPENDITURES	7,160	(7,160)	-
9804	TR/T INDIRECT COST	-	-	-
	TOTAL TRANSFERS OUT	-	-	-
	TOTAL EXPENDITURES AND TRAN	7,160	(7,160)	-
	NET COST	-	-	-

DIVISION OF HEALTH SERVICES
ADMINISTRATION & FINANCE
JULY 1, 2008 - JUNE 30, 2009
BUDGET NO. 010-400301

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
9530	RESTRICTED OPER & MAINT	(6,866)	11,350	4,484
9634	TRSF/F FEDERAL GRANTS-IND C	(525,977)	(11,350)	(537,327)
	NET OPERATIONS	(532,843)	-	(532,843)

DIVISION OF ROADS & PUBLIC WORKS
PRINTING SERVICES
JULY 1, 2008 - JUNE 30, 2009
BUDGET NO. 961-307305

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4262	SERVICE INCOME	(1,671,692)	(2,800)	(1,674,492)
6461	PRINTING OUTSIDE	509,770	2,800	512,570
	NET OPERATIONS	(1,161,922)	-	(1,161,922)

DIVISION OF ROADS & PUBLIC WORKS
MAIL SERVICES
JULY 1, 2008 - JUNE 30, 2009
BUDGET NO. 961-307304

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4262	SERVICE INCOME	(1,380,314)	(1,000)	(1,381,314)
6068	POSTAGE	1,048,430	1,000	1,049,430
	NET OPERATIONS	(331,884)	-	(331,884)

DIVISION OF ADMINISTRATION & FINANCE
TELECOMMUNICATIONS
JULY 1, 2008 - JUNE 30, 2009
BUDGET NO. 962-201501

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4262	SERVICE INCOME	(4,018,618)	(8,775)	(4,027,393)
6771	COMMUNICATIONS EXP	3,046,182	8,775	3,054,957
	NET OPERATIONS	(972,436)	-	(972,436)

CONTRACT AND ENCUMBRANCE INFORMATION SHEET

THIS SHEET MUST BE COMPLETED AND SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR, AND, IF APPLICABLE, THE HEALTH POLICY COORDINATOR, AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. **Department Requesting Services:** HEALTH DEPARTMENT

2. **Preparer's Name, Telephone #, and E-Mail Address:**
   Johnathan Russell 544-7585 johnathan.russell@shelbycountytn.gov

3. **DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:**
   Public Health Emergency Preparedness Grant Contract with Tenn. Dept. of Health.
   Provides revenue to Public Health Emergency Preparedness Program Activities.

4. **NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:**
   Tenn. Dept. of Health
   Cordell Hull Bldg.
   425 5th Avenue North Nashville, TN 37243
   VENDOR NO./FED ID NO. 16687

5. **COST OF ITEM OR SERVICE REQUESTED:** $1,459,700.00 Revenue

6. **TERM OF PROPOSED CONTRACT/AGREEMENT:** 08/01/08-07/31/09

7. **FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH****
   679-4004-Various Sections
   No Encumbrances Required Revenue Contract

8. **COMMODITY CODE:** 961

9. **VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE) :**
   ****PLEASE ATTACH APPROVAL DOCUMENTS****

   a. _____ Bid/RFP Process - # & Date TDH Contract
   b. _____ Emergency/Sole Source

10. **LOSB/MBE INFORMATION: Please check the appropriate description**

    _____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
    _____ MALE _____ FEMALE
    _____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    _____ LOSB (LOCALLY OWNED SMALL BUSINESS)
    ANNUAL SALES DOES NOT EXCEED $3 MILLION
    X N/A

11. **SPECIAL INSTRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)**

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE

HEALTH POLICY COORDINATOR DATE
(If Applicable)

DIVISION DIRECTOR DATE

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
343.60-316-09	GG-09-25635-01
State Agency	**State Agency Division**
Department of Health	Health Services Administration
Contractor Name	**Contractor ID # (FEIN or SSN)**
Shelby County Government, On Behalf of the Memphis and Shelby County Health Department	[X] C- or [ ] V- 62-60000841-47

Service Description

Emergency Preparedness Services

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
8/1/2008	7/31/2009	Subrecipient	93.283

Mark Each TRUE Statement

[X] Contractor is on STARS [ ] Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
343.60	see attached	131	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		$ 1,338,100.00			$ 1,338,100.00
2010		$ 121,600.00			$ 121,600.00
					$ -
					$ -
TOTAL:	$ -	$ 1,459,700.00	$ -	$ -	**$ 1,459,700.00**

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	$ 1,091,800.00	$ 246,300.00
2010	$ 99,200.00	$ 22,400.00
TOTAL:	$ 1,191,000.00	$ 268,700.00
End Date	7/31/2009	7/31/2009

State Agency Fiscal Contact & Telephone #

Crystal Allen 741-9419

State Agency Budget Officer Approval

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

[ ] African American [ ] Person w/ Disability [ ] Hispanic [ ] Small Business [ ] Government
[ ] Asian [ ] Female [ ] Native American [ ] NOT Minority/Disadvantaged [ ] Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

[ ] RFP [ ] Competitive Negotiation* [ ] Alternative Competitive Method*
[ ] Non-Competitive Negotiation* [ ] Negotiation w/ Government (ID,GG,GU) [ ] Other *

*** Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	GG-09-25635-01
Fiscal Year	2009

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
343.60	790Y0	131	11			93.283	$923,100
343.60	790YP	131	11			93.283	$73,600
343.60	790YC	131	11			93.283	$341,400
TOTAL							$1,338,100

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	GG-09-25635-01
Fiscal Year	2010

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
343.60	790Y0	131	11			93.283	$83,900
343.60	790YP	131	11			93.283	$6,700
343.60	790YC	131	11			93.283	$31,000
TOTAL							$121,600

AMENDMENT ONE
TO GG-09-25635-00

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Shelby County Government on behalf of the Memphis and Shelby County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract Section A.2.ac.:

   A.2.ac. **Strategic National Stockpile (SNS) Technical Assistance Review (TAR) Tool** The CDC has developed a SNS assessment tool for both state and local plans to be measured against. The Grantee shall complete a TAR annually for each planning jurisdiction.

2. Delete A.4. **Real Time Disease Detection (RTDD).**

3. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Four Hundred Fifty Nine Thousand Seven Hundred Dollars ($1,459,700). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Revised Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

The revisions set forth herein shall be effective February 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SHELBY COUNTY GOVERNMENT ON BEHALF OF THE MEMPHS AND SHELBY COUNTY HEALTH DEPARTMENT:

_____

GRANTEE SIGNATURE **DATE**

_____

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

SHELBY COUNTY GOVERNMENT:

_____

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

APPROVED AS TO FORM:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

SUSAN R. COOPER, MSN, RN, COMMISSIONER DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION DATE

COMPTROLLER OF THE TREASURY DATE

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-PHEP Roll Up

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2008, and ending July 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$658,400.00	$0.00	$658,400.00
2	Benefits & Taxes	$189,000.00	$0.00	$189,000.00
4, 15	Professional Fee/ Grant & Award [2]	$11,300.00	$0.00	$11,300.00
5	Supplies	$260,100.00	$0.00	$260,100.00
6	Telephone	$52,700.00	$0.00	$52,700.00
7	Postage & Shipping	$2,500.00	$0.00	$2,500.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$7,500.00	$0.00	$7,500.00
10	Printing & Publications	$10,000.00	$0.00	$10,000.00
11, 12	Travel/ Conferences & Meetings[2]	$33,300.00	$0.00	$33,300.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$10,500.00	$0.00	$10,500.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$224,400.00	$0.00	$224,400.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$1,459,700.00	$0.00	$1,459,700.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 2)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-PHEP

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2008, and ending January 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$299,200.00	$0.00	$299,200.00
2	Benefits & Taxes	$86,500.00	$0.00	$86,500.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$700.00	$0.00	$700.00
6	Telephone	$3,700.00	$0.00	$3,700.00
7	Postage & Shipping	$300.00	$0.00	$300.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$500.00	$0.00	$500.00
11, 12	Travel/ Conferences & Meetings[2]	$4,000.00	$0.00	$4,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$102,100.00	$0.00	$102,100.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$497,000.00	$0.00	$497,000.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

SALARIES	AMOUNT
BARRY MOORE, EMERGENCY RESPONSE COORDINATOR, $4,684.50 X 6 X 100%	$ 28,107.00
JOAN CARR, EMERGENCY RESPONSE ASSISTANT, $3,705 X 6 X 100%	$ 22,230.00
BEVERLY WATKINS, NURSE EDUCATOR, $4,766.16 X 6 X 100%	$ 28,596.96
JENNIFER PRICE, VOLUNTEER COORDINATOR, $3,703.75 X 6 X 100%	$ 22,222.50
JOANN HARRIS, CLERICAL SPECIALIST, $2,173.83 X 6 X 100%	$ 13,042.98
VACANT, REGIONAL HOSPITAL COORDINATOR, $4,444.50 X 6 X 100%	$ 26,667.00
JENNIFER KMET, ENVIRONMENTAL EPIDEMIOLOGIST, $5,451.16 X 6 X 100%	$ 32,706.96
CASSANDRA DOVE, REGIONAL EPIDEMIOLOGIST, $5,015.33 X 6 X 100%	$ 30,091.98
DEBORAH HARRIS, NETWORK TECHNICAL SPECIALIIST, $3,718.75 X 6 X 100%	$ 22,312.50
CYNTHIA KING, PHYSICIAN, $12,197.58 X 6 X 100%	$ 73,185.48
TOTAL ROUNDED	$ 299,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	$4,000.00
TOTAL	$4,000.00

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 4)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-Pan Flu

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2008, and ending January 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$1,100.00	$0.00	$1,100.00
6	Telephone	$3,000.00	$0.00	$3,000.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$2,000.00	$0.00	$2,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$6,100.00	$0.00	$6,100.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL/PLANNED MEETINGS AND ASSOCIATED TRAINING	$2,000.00
TOTAL	$2,000.00

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 6)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-CRI

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2008, and ending January 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$30,000.00	$0.00	$30,000.00
2	Benefits & Taxes	$8,000.00	$0.00	$8,000.00
4, 15	Professional Fee/ Grant & Award [2]	$11,300.00	$0.00	$11,300.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$12,300.00	$0.00	$12,300.00
7	Postage & Shipping	$500.00	$0.00	$500.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$2,500.00	$0.00	$2,500.00
10	Printing & Publications	$3,000.00	$0.00	$3,000.00
11, 12	Travel/ Conferences & Meetings[2]	$6,300.00	$0.00	$6,300.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$3,500.00	$0.00	$3,500.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$10,100.00	$0.00	$10,100.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$87,500.00	$0.00	$87,500.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 7)

SALARIES	AMOUNT
KASIA ALEXANDER, CRI PROGRAM COORDINATOR, $5,000 X 6 X 100%	$30,000.00
TOTAL	$30,000.00

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
HOSPITAL BASED POD EXERCISE	$10,000.00
PROFESSIONAL CLEANING OF BELLEVUE WAREHOUSE	$1,300.0
TOTAL	$11,300.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	$2,500.00
STATE AND NATIONAL TRAININGS AND MEETINGS	$3,800.00
TOTAL	$6,300.00

OTHER NON-PERSONNEL	AMOUNT
DSL CABLE LINES (HOME ACCESS MONLTHLY COSTS)	$3,500.00
TOTAL	$3,500.00

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 8)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-PHEP

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2009, and ending July 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$299,200.00	$0.00	$299,200.00
2	Benefits & Taxes	$86,500.00	$0.00	$86,500.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$13,800.00	$0.00	$13,800.00
6	Telephone	$3,700.00	$0.00	$3,700.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$500.00	$0.00	$500.00
11, 12	Travel/ Conferences & Meetings[2]	$4,000.00	$0.00	$4,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$102,100.00	$0.00	$102,100.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$510,000.00	$0.00	$510,000.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 9)

SALARIES	AMOUNT
BARRY MOORE, EMERGENCY RESPONSE COORDINATOR, $4,684.50 X 6 X 100%	$ 28,107.00
JOAN CARR, EMERGENCY RESPONSE ASSISTANT, $3,705 X 6 X 100%	$ 22,230.00
BEVERLY WATKINS, NURSE EDUCATOR, $4,766.16 X 6 X 100%	$ 28,596.96
JENNIFER PRICE, VOLUNTEER COORDINATOR, $3,703.75 X 6 X 100%	$ 22,222.50
JOANN HARRIS, CLERICAL SPECIALIST, $2,173.83 X 6 X 100%	$ 13,042.98
VACANT, REGIONAL HOSPITAL COORDINATOR, $4,444.50 X 6 X 100%	$ 26,667.00
JENNIFER KMET, ENVIRONMENTAL EPIDEMIOLOGIST, $5,451.16 X 6 X 100%	$ 32,706.96
CASSANDRA DOVE, REGIONAL EPIDEMIOLOGIST, $5,015.33 X 6 X 100%	$ 30,091.98
DEBORAH HARRIS, NETWORK TECHNICAL SPECIALIIST, $3,718.75 X 6 X 100%	$ 22,312.50
CYNTHIA KING, PHYSICIAN, $12,197.58 X 6 X 100%	$ 73,185.48
TOTAL ROUNDED	$ 299,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	$4,000.00
TOTAL	$4,000.00

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 10)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-Pan Flu

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2009, and ending July 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$54,200.00	$0.00	$54,200.00
6	Telephone	$10,000.00	$0.00	$10,000.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$10,000.00	$0.00	$10,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$74,200.00	$0.00	$74,200.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 11)

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL/PLANNED MEETINGS AND ASSOCIATED TRAINING	$10,000.00
TOTAL	$10,000.00

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 12)

Shelby County Government on behalf of the Memphis and Shelby County Health Department-CRI

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2009, and ending July 31, 2009.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$30,000.00	$0.00	$30,000.00
2	Benefits & Taxes	$8,000.00	$0.00	$8,000.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$190,300.00	$0.00	$190,300.00
6	Telephone	$20,000.00	$0.00	$20,000.00
7	Postage & Shipping	$1,500.00	$0.00	$1,500.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$5,000.00	$0.00	$5,000.00
10	Printing & Publications	$6,000.00	$0.00	$6,000.00
11, 12	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$7,000.00	$0.00	$7,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$10,100.00	$0.00	$10,100.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$284,900.00	$0.00	$284,900.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 13)

SALARIES	AMOUNT
KASIA ALEXANDER, CRI PROGRAM COORDINATOR, $5,000 X 6 X 100%	$30,000.00
TOTAL	$30,000.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	$3,500.00
STATE AND NATIONAL TRAININGS AND MEETINGS	$3,500.00
TOTAL	$7,000.00

OTHER NON-PERSONNEL	AMOUNT
DSL CABLE LINES (HOME ACCESS MONLTHLY COSTS)	$7,000.00
TOTAL	$7,000.00

ITEM LANGUAGE: A resolution approving an amendment to the FY2008-2009 operating budget of the Public Health Emergency Preparedness grant program increasing the budget by $263,425 for the provision of public health emergency response in the areas of Emergency Preparedness, Pandemic Services and Cities Readiness Initiative and the appropriation of said funds. This item requires the expenditure of Federal through State grant funds in the amount of $263,425. Resolution sponsored by Commissioner Joyce Avery.
ITEM ID: 661

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STEP: Originator
DATE: 4/27/2009
ORIGINATOR: tracey.knox Phone Number:544-7585
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/27/2009
APPROVER: johnathan.russell Phone Number:544-7585
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/27/2009
APPROVER: yvonne.madlock
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/27/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/29/2009
APPROVER: mary.bright
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/29/2009
APPROVER: yvonne.madlock
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/29/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/29/2009
APPROVER: mary.bright
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/30/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator

DATE: 4/30/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/30/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Hospitals & Health

For Commission Action on (date) March 30, 2009

A resolution amending purchase order PO072948 to Vehicle Maintenance Program, Inc originally awarded by seal bid SB I001311A by increasing the purchase amount from $92,972.50 to $150,000.00 for the FY 2008-2009 renewal period for the provision of child safety seats to be distributed by the Memphis and Shelby County Health Department, amending the FY2008-2009 operating budget of the City Court Child Safety Seat Fund accordingly, appropriating $57,027.50 for said purpose, and approving said increase for the FY2009-2010 renewal period. This item requires an additional expenditure of funds in the amount of $57,027.50. Sponsored by Commissioner Joyce Avery.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____
Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _150,000.00 City Court Fines__

Originating Department: _Health Department_ - Community Services

APPROVAL:

Dept. Head: Johnathan Russell__544-7585_____ _____\ _____
(Type your name & phone #.) (Initials) (Date)

Division Director: Yvonne S. Madlock__544-7583__________\ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Michael A. Swift 545-4449__________\ _____
(Type your name & phone #.) (Initials) (Date)

County Attorney: Mary Bright__545-4963_______________
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James Huntzicker___545-4514__________\ _____
(Type your name & phone #.) (Initials) (Date)

ITEM NO: _____ PREPARED BY: Johnathan Russell

APPROVED BY: _____

A resolution amending purchase order PO072948 to Vehicle Maintenance Program, Inc originally awarded by seal bid SB I001311A by increasing the purchase amount from $92,972.50 to $150,000.00 for the FY 2008-2009 renewal period for the provision of child safety seats to be distributed by the Memphis and Shelby County Health Department, amending the FY2008-2009 operating budget of the City Court Child Safety Seat Fund accordingly, appropriating $57,027.50 for said purpose, and approving said increase for the FY2009-2010 renewal period. This item requires an additional expenditure of funds in the amount of $57,027.50. Sponsored by Commissioner Joyce Avery.

WHEREAS, That Shelby County Government on behalf of the Memphis and Shelby County Health Department awarded a Sealed Bid (I001311A) to Vehicle Maintenance Program Inc. in the amount of $92,972.50 on June 28, 2007 for the period July 1, 2007 through June 30, 2008 for the provisions of child safety seats to include infant safety seats, booster child safety seats, and convertible child safety seats; and;

WHEREAS, The seal bid SBI001311A awarded to Vehicle Maintenance Program, Inc. has two (2) additional one (1) year renewal periods beginning July 1, 2008 through June 30, 2009 and July 1, 2009 through June 30, 2010 to provide child safety seats, and; .

WHEREAS, Shelby County Government on behalf of the Memphis and Shelby County Health Department desires to increase the expenditures to Vehicle Maintenance Program, Inc. in the amount of $57,027.50 for the remainder of both renewal periods, thereby increasing the purchase order amount from $92,972.50 to $150,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the purchase order with Vehicle Maintenance Program, Inc. be and is hereby amended by increasing the purchase amount for the FY 2008-2009 and FY 2009-2010 renewal periods in the amount of $57,027.50, said increase for the FY 2009-2010 renewal period is hereby approved subject to the adoption of the fiscal year operating budget by the Board of County Commissioners.

BE IT FURTHER RESOLVED, That the FY 2008-2009 operating budget of the City Court Child Safety Seat Fund be and is hereby amended in accordance herewith and said funds be and are hereby appropriated.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary in accordance with this resolution, an executed copy of which is to be placed on file in the Contracts Administration Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants to the extent of appropriations made in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. Description of Item

Request approval to increase an existing Sealed Bid Award (I001311A) from $92,972.50 to $150,000.00 for the period July 1, 2008 – June 30, 2009 and for the period July 1, 2009 – June 30, 2010.

Child Car Safety Seats, including infant safety seats, booster child safety seats, and convertible child safety seats are distributed in the Memphis and Shelby County Health Department's City Court Child Safety Seat Program.

II. Source and Amount of Funding

City Court Child Safety Seat Program
Budget No. 295-400513 $150,000.00

III. Additional Information Relevant to Approval of this Item

A. Administration recommends approval of this resolution.

B. There is a cost to the County for this activity.

ITEM LANGUAGE: A resolution amending a contract with Vehicle Maintenance Program, Inc by increasing the contract price from $92,972.50 to $150,000.00 for the FY 2008-2009 renewal period for the provision of child safety seats to be distributed by the Memphis and Shelby County Health Department, amending the FY2008-2009 operating budget of the City Court Child Safety Seat Fund accordingly, appropriating $57,027.50 for said purpose, and approving said increase for the FY2009-2010 renewal period. This item requires an additional expenditure of funds in the amount of $57,027.50. Sponsored by Commissioner Joyce Avery.
ITEM ID: 648

==========

STEP: Originator
DATE: 4/14/2009
ORIGINATOR: tracey.knox Phone Number:544-7585
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/14/2009
APPROVER: johnathan.russell Phone Number:544-7585
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/14/2009
APPROVER: yvonne.madlock
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/14/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/14/2009
APPROVER: mary.bright
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/14/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/15/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/15/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

ITEM # _____ PREPARED BY: __Jake Haley_____ ___

APPROVED BY: ___Carter Gray_____
Assistant County Attorney

ORDINANCE NO._____

AN ODINANCE BY THE SHELBY COUNTY BOARD OF COMMISSIONERS TO AMEND CHAPTER 22, ART. II OF THE SHELBY COUNTY CODE OF ORDINANCES SO AS TO AMEND THE SHELBY COUNTY FIRE CODE. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, By adoption of Ordinance No. 251 on September 10, 2001, the Shelby County Board of Commissioners approved adoption of the Standard Fire Prevention Code, 1999 Edition, with certain local amendments thereto, now collectively known as the Shelby County Fire Prevention Code as codified in Chapter 22, Art. II of the Shelby County Code of Ordinances; and

WHEREAS, It has been determined that it is necessary and prudent to make certain changes in that Code by way of amendments attached hereto and incorporated herein by reference, as if set out in their entirety; and

WHEREAS, The Shelby County Board of Commissioners has previously approved adoption of the 2003 International Code Council Editions of the Building, Mechanical Plumbing, Existing Building, Fuel Gas and Electrical Codes and wishes to insure that the Shelby County Fire Prevention Code is compatible to the maximum extent practical with these other Technical Codes as locally amended and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That Chapter 22, Art. II of the Shelby County Code of Ordinances be and is hereby amended in accordance with the following:

Section 1. The Shelby County Fire Prevention Code is hereby amended by adopting the *2003 Edition of the International Code Council (ICC) Fire Co*de including:

Appendix B- Fire Flow Requirements for Buildings
Appendix C - Fire Hydrant Locations and Distribution
Appendix D - Fire Apparatus Access Road
Appendix E - Hazard Categories
Appendix F - Hazard Ranking
Appendix G - Cryogenic Fluids –Weight And Volume Equivalents

in substitution for, and instead of, the Standard Fire Prevention Code, 1999 Edition and local amendments thereto, as heretofore adopted by the Board of Commissioners of Shelby County on September 10, 2001; and § 22-26 of the Shelby County Code of Ordinances shall be amended to reflect same.

Section 2. BE IT FURTHER ORDAINED, That the Shelby County Fire Prevention Code is further amended by adoption of the local amendments, attached hereto and incorporated herein by reference; and § 22-27 of the Shelby County Code of Ordinances shall be amended to reflect same.

Section 3. BE IT FURTHER ORDAINED, That the *2003 ICC Fire Code* and the local amendments adopted herein are hereby incorporated into the Shelby County Fire Prevention Code by reference as if set out therein in their entirety, including the appendix sections adopted herein from the 2003 International Fire Code; and a new section shall be added to Chapter 22, Art. II of the Shelby County Code of Ordinances to reflect same.

Section 4. BE IT FURTHER ORDAINED, That this Ordinance shall take effect in the unincorporated areas of Shelby County on June 30, 2009 by virtue of the passage thereof by the Board of Commissioners of Shelby County and a new section shall be added to Chapter 22, Art. II of the Shelby County Code of Ordinances to reflect same.

Deleted: May 1

_____
Chairman of County Commission

_____
A C Wharton, Jr., County Mayor

Date_____

ATTEST

_____
Clerk of County Commission

First Reading: _____

Second Reading: _____

Third Reading: _____

SUMMARY SHEET

I. Description of Item

This item adopts by reference the 2003 Edition of the ICC Fire Code. This updated Code is intended to insure better coordination between the Shelby County Fire Prevention Code and the other Technical Codes that also recently were adopted and are based on the 2003 editions of their respective ICC versions.

II. Source and Amount of Funding

Not Applicable

III. Contract Items

Not Applicable

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

There are numerous technical changes, but the following should be noted:

1. There are no increases in the fees charged for services related to the inspection of plans and the issuance of permit by the Shelby County Fire Department in these amendments.
2. The City of Memphis Fire Department recently adopted the 2003 Edition of the ICC Fire Code and most of the technical local amendments found in the City Fire Code have been included in the County Fire Code for better consistency and uniformity of interpretation.
3. The administrative provisions designate the Shelby County Joint Board of Appeals as the Board to hear any appeals of the Decision of the Fire Marshal.

II. Source and Amount of Funding

No new funding is needed for this item.

The following amendments shall be made to the 2003 Edition of the International Code Council (ICC) Fire Code

Chapter One

1. Replace existing Section 101.1, "Title" with the following:

Section 101 .1 Title. These regulations shall be known as the Shelby County Fire Prevention Code hereinafter referred to as "this code."

2. Replace existing Section 101.2.1, "Appendices" with the following:

Section 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted and the following are applicable to this code:

Appendix B – Fire Flow Requirements for Buildings
Appendix C - Fire Hydrant Locations and Distribution
Appendix D - Fire Apparatus Access Road
Appendix E - Hazard Categories
Appendix F - Hazard Ranking
Appendix G - Cryogenic Fluids – Weight And Volume Equivalents

3. Add the following Language to Section 102.3 "Change of use or occupancy" so when amended it shall read:

102.3 Change of use or occupancy. The provisions of the Chapter 34 of the 2003 Edition of International Building Code, as locally amended, or the 2003 International Existing Building Code, as locally amended, shall apply to all buildings undergoing a change of occupancy.

4. Add the following language to Section 102.4 "Application of building code" so when amended it shall read:

102.4 Application of building code. The design and construction of new structures shall comply with the 2003 Edition of the International Building Code, as locally amended. Repairs, alterations and additions to existing buildings shall comply with provisions of the Chapter 34 of the 2003 Edition of the International Building Code, as adopted with local amendments or 2003 Edition of the International Existing Building Code, as adopted with local amendments.

5. Add the following language to Section 102.5 "Historic Buildings" so that it shall read,

Section 102.5 Historic Buildings. The construction, alteration repair, enlargement, restoration, relocation or movement of existing buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard

to life or property shall be in accordance with the provisions of the Chapter 34 of the 2003 Edition of the International Building Code, as locally amended, or the 2003 Edition of the International Existing Building Code, as locally amended.

6. Modify Section 103.2 by deleting the phrase in the first sentence that reads "and the Fire Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the Appointing Authority." and replace it with the following language: "And shall serve at the will and pleasure of the Appointing Authority."

7. Add the following language to Section 104.2 "Applications and permits" so that when amended it shall read:

104.2 Applications and permits. - The Fire Code Official, in conjunction with the Building Official for Shelby County, where appropriate, is authorized to receive applications, review construction documents and issue or authorize the issuance of permits for construction regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

8. Modify the following language to Section 104.6 "Official Records" so that when amended it shall read:

104.6 Official Records - The Fire Code Official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for not less than five years or as long as required in the appropriate Tennessee Code Annotated Section dealing with retention of such records, which ever is shorter.

9. Modify the language to Section 104.6.3 "Fire Records" so that when amended it shall read:

104.6.3 Fire Records The fire department shall keep a record of fires occurring within its jurisdiction and of facts concerning same, together with other information required by the fire code official.

10. Modify the following language to Section 104.6.4 "Administration" so that when amended it shall read:

104.6.4 Administration. - Applications for modification, Alternative methods or materials, and the final decision of the Fire Code Official shall be in writing and shall be officially recorded in the permanent records of the Fire Code Official.

11. Modify the following language to Section 104.9 Alternative materials and methods" so that when amended it shall read:

104.9 Alternative materials and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not

specifically prescribed by this code, provided that any such alternative has been approved. The Fire Code Official, in coordination with the Building Official, when appropriate, is authorized to approve an alternative material or method of construction where the Fire Code Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

12. Modify the following language to Section 105.1.2 "Types of permits" so that when amended it shall read:

105.1.2 Types of permits. There shall be two types of permits as follows:

1. Operational Permits or Certificate of Occupancy. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 for either:
   1.1 A prescribed period
   1.2 Until renewed or revoked
2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7.

13. Delete Section 105.2 "Application" in its entirety and replace it with the following language and tables so that when amended it shall read as follows:

105.2 Application. Application for a new permit required by this code in the unincorporated areas of Shelby County shall be made to the Fire Code Official in such form and detail as prescribed by the Fire Code Official and submitted to the Shelby County Fire Department, 1075 Mullins Station Road, Building C, 2nd Floor, Memphis, TN. 38134. Fees shall be in accordance with the schedule provided below in Section 105.2 Table 1 through Section 105.2 Table 5 which fees shall also appear on the reverse side of the application. The issuance of a permit shall not be held to constitute approval to violate provisions of any Code or other ordinances approved by the Shelby County Commissioners. Applications for permits shall be accompanied by such plans as prescribed by the Fire Code Official.

Section 105.2- Table 1

ORIGINAL INSPECTIONS: Fee for original inspection for occupancies, which require Fire Department approval for state licensing, including, but not limited to:	
Day Care Centers	$ 75.00
Adult Day Care Centers	$ 75.00
Residential Board and Care Homes	$ 75.00
Day Treatment Centers	$ 75.00
Institutional Occupancies	$ 100.00
Alcohol and Drug Care Centers	$ 75.00

Section 105.2 -Table 2

YEARLY INSPECTIONS: Fees for annual re-inspections for occupancies which require Fire Department approval for state licensing, including, but not limited to:	
Day Care Centers	$ 50.00
Adult Day Care Centers	$ 50.00
Residential Board and Care Homes	$ 50.00
Day Treatment Centers	$ 50.00
Institutional Occupancies - More than 10,000 Sq. Ft.	$100.00
Institutional Occupancies -10,000 Sq. Ft. or less	$50.00
Alcohol and Drug Care Centers	$50.00

Section 105.2 - Table 3

PLANS REVIEW FOR NEW INSTALLATION: The following fees include plans review and two (2) approval inspections for new installations: (See Note 1 below for additional information on inspections)	
Fire Pump Installation	$ 100.00
Fire suppression System (Hood)	$ 100.00
Smoke and Heat Detection Systems	$ 100.00
Standpipe Systems	
1. Sprinkler system (each system)	$ 100.00
2. Halon Systems	$ 100.00
3. Dry/Wet Chemical Systems	$ 100.00
4. Carbon Dioxide Systems	$ 100.00
5. Foam Systems	$ 100.00
6. Foam Water Systems	$ 100.00
7. Fire Alarm Systems	
A.) 1-5 Stories	$ 100.00
B.) 6+ Stories	$ 150.00
C.) If building has atrius added	$ 50.00
8.Transmitter installation for the purpose of supervising a fire protection system	$ 50.00
9. Point of connection to fire alarm by central station to monitoring station	$ 50.00
Private Fire Hydrant Installation	$ 50.00
1. Each additional Hydrant	$ 25.00
Flammable Liquid Storage Room	$ 75.00
Flammable Liquid Storage Building	$ 100.00
Hazardous Chemical Storage Room	$ 75.00
Hazardous Chemical Storage Building	$ 100.00
Paint Spray Booth	$ 50.00
Paint Spray Room/area	$ 100.00
Installation of Inside/outside Above ground Flammable /combustible liquid storage tanks	$ 100.00
Installation of Inside/Outside Above Ground	$ 100.00

Hazardous Chemical Storage Tank	
Liquid Petroleum Storage Tank (120Gal.+)	$ 100.00
Cryogenic Storage Tank	$ 100.00

Note 1: Additional inspections required in connection with the permit approval, after the first two (2) inspections, shall be assessed at a rate of $25.00 per man hour expended.

Section 105.2 - Table 4

PLANS REVIEW FOR ALTERATIONS: The following fees include plans review and two (2) approval inspections: (See Note 1 below for additional information on inspections)	
Fire suppression System (Hood)	$ 50.00
Smoke and Heat Detection Systems	$ 100.00
Standpipe Systems	
1. Halon Systems	$ 50.00
2. Dry/Wet Chemical Systems	$ 50.00
3. Carbon Dioxide Systems	$ 50.00
4. Foam Systems	$ 50.00
5. Foam Water Systems	$ 50.00
6. Sprinkler Systems (10+ Heads)	$ 50.00
7. Fire Alarm Systems	
A.) 1-5 Stories	$ 50.00
B.) 6+ Stories	$ 75.00
Flammable Liquid Storage Room	$ 75.00
Flammable Liquid Storage Building	$ 100.00
Hazardous Chemical Storage Room	$ 75.00
Hazardous Chemical Storage Building	$ 100.00
Paint Spray Booth	$ 50.00
Paint Spray Room/area	$ 100.00
Installation of Inside/outside Above ground Flammable /combustible liquid storage tanks	$ 100.00
Installation of Inside/Outside Above Ground Hazardous Chemical Storage Tank	$ 100.00
Liquid Petroleum Storage Tank (120Gal.+)	$ 100.00
Cryogenic Storage Tank	$ 100.00

Note 1: Additional inspections required in connection with the permit approval, after the first two (2) inspections, shall be assessed at a rate of $25.00 per man hour expended.

Section 105.2 - Table 5

Misc. Fees and Permits	
Fire Works Display Only (Stand by fireman require additional cost)	$25
Tent Inspection (120 Sq. Ft. to 1,000 Sq. Ft.)	$10
Tent Inspection (over 1,000 Sq. Ft.)	$25
Cutting and Welding	$25
Flammable and Combustible Liquid	$50

Underground Tank Test	
Flammable and Combustible Liquid Line Test	$50
Flammable and Combustible Liquid Tank removal	$50
Use, Handle or Store Explosives	$50
Fire Inspection Report - First Page Each additional Page	$10 $1
Fire Inspection Required by Alcohol Commission	$50
Fire Inspection Photos (per photo)	$10
Permit for approved, controlled, open burn	$50
Inspection required for insurance or similar purpose (Charge per hour including travel)	$25
High Pile Combustible storage exceeding 2,500 sq. ft.) For Compliance with Chapter 23	$100

14. Delete Section 105.2.1 "Refusal to issue permit", in its entirety and replace it with the following language, so that when amended it shall read:

105.2.1 Refusal to issue permit. If the application for a permit describes a use that does not conform to the requirements of this code and other pertinent laws and ordinances, the Fire Code Official shall not issue or authorize the issuance of a permit, but shall return the application to the applicant with the refusal to authorize the issuance of such permit. Such refusal shall, when requested, be in writing and shall contain the reasons for the refusal. Any fee submitted for such application shall be retained by the Fire Code Official.

15. Section 105.2.4 "Action on application" is amended by deleting the phase "issue a permit" in the last sentence and replace it with the phrase, "authorize the issuance of a permit." so that when amended it shall read:

105.2.4 Action on application. The Fire Code Official shall examine, or cause to be examined, applications for permit and amendments thereto within a reasonable time after filing. If the application or construction documents do not conform to the requirements of pertinent laws, the Fire Code Official shall reject such application in writing stating the reason therefore. If the Fire Code Official is satisfied that the proposed work or operation conforms to the requirements of this code and laws and ordinances applicable thereto, the Fire Code Official shall issue or authorized the issuance of a permit therefore as soon as practicable.

16. Add a new Section 105.2.5 "Timing of application" which shall read as follows:

105.2.5 Timing of application- Any application for a permit shown in Section 105.2 Table 5 submitted less that forty eight (48) hours in advance of date permit is needed shall be subject to an additional fee of twenty-five ($25.00) dollars. The failure to obtain

permit approval prior to installation or the beginning of construction shall result in a fee double the standard fee for the installation or construction being charged.

17. Section 105.3.3 "Occupancy prohibited before approval" shall be amended by modified by replacing the term "issuing a permit that indicates" with the phrase "notifying the Building Official" after the term Fire Code Official, so when modified it shall read as follows:

105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the Fire Code Official notifying the Building Official that all applicable provisions of this code have been met.

18. Section 105.3.4 "Conditional permits" shall be modified by adding the term "only fire prevention code" after the first word in the first sentence so when modified it shall read as follows:

105.3.4 Conditional permits. Where only fire prevention code permits are required and upon the request of a permit applicant, the Fire Code Official is authorized to issue a conditional permit to occupy the premises or portion thereof before the entire work or operation on the premises is completed, provided such portion or portions will be occupied safely prior to full completion or installation of equipment and operations without endangering life or public welfare. The Fire Code Official shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe. The holder of a conditional permit shall proceed only to the point for which approval has been given, at the permit holder's own risk and without assurance that approval for the occupancy or the utilization of the entire premises equipment or operations will be granted.

19. Section 105.3.7 "Information on permit" is deleted in its entity and replaced with the following:

105.3.7 Information on the permit. The Fire Code Official shall authorize the issuance of all permits required by this code on a form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code or building official. Issued permits shall bear the signature of the fire code official, building official or other approved legal authorization.

20. Section 105.4.1 "Submittals" is deleted in its entirety and replaced with the following:

105.4.1 Submittals. Unless otherwise stated, three sets of any construction documents required exclusively by this code shall be submitted and shall be in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.

21. Section 105.6.28 "LP gas" is amended to add the following sentence at the end of section 1 after the word "gas":

It shall be the responsibility of the owner of the LP container to obtain the permit.

22. Section 105.6.44 "Temporary membrane structures, tents and canopies" is amended to delete the entire section and substitute in lieu thereof the following:

105.6.44 Temporary membrane structures, tents and canopies No person shall erect, operate or maintain a tent, air supported structure or canopy covering an area in excess of 120 sq ft (11.15m^2) without a permit.

Exception: Tents used exclusively for camping purposes.

23. A new Section 105.6.44.1 is added and shall read as follows:

105.6.44.1 Who must obtain permit. It shall be the responsibility of the owner of the tent to obtain the permit.

24. Delete Section 108.1 "Board of appeals established" and replace it with the following:

108.1 Board of Appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, the Shelby County Board of Appeals, established in County Ordinance 3333, shall be and is hereby authorized to act as the appellate board for the Department. All procedures and membership for this Board shall be as described in the above cited ordinance and all later amendments thereto.

25. Section 108.3 "Qualifications" shall be deleted and no replacement given.

26. Section 109.3 "Violation penalties" is deleted in its entirety and replaced wit the following:

109.3 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire official, or a permit or certificate used under the provisions of this code shall be guilty of a civil offense, punishable by a fine of not more than fifty ($50.00) dollars per day. Each day or part thereof that a violation continues after due notice has been served shall be deemed a separate offense**.**

27. Section 111.4 "Failure to comply" is deleted in its entirety and replace with the following:

111.4 Failure to Comply. - Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than twenty five dollars ($25.00) and not more than fifty ($50.00) dollars per day with each day or part thereof that the activity occurs being considered a new violation and as such subject to a new fine.

28. Chapter 2 "Definitions" is amended by adding the following new definitions at their appropriate location based on their alphabetic order:

Alternate Source Of Water – For one and two family dwellings not exceeding two stories in height, and unable to comply with the water main and fire hydrant requirements; for the following Insurance Services Offices calculations of needed fire flow shall be required

1. The alternate source of water shall be within 500 feet of the structure being protected
2. An all-weather hard surface roadway shall be provided to within ten feet of the deep end of the source of water

EXCEPTION: A dry hydrant may be substituted for items 1 and 2 above.

3. When wood shingle roof covering is on the building being considered, or on the exposed building, and additional 500 gallons per minute (GPM) to the needed fire flow
4 The alternate source of water shall have a minimum capacity capable of providing the following needed fire flows for one hour

Distance between buildings	Needed fire flow for one hour
Over 100 feet	500 GPM = 30,000 gallons
31-100 feet	750 GPM = 45,000 gallons
11-31 feet	1,000 GPM = 60,000 gallons
10 feet or less	1,500 GPM = 90,000 gallons

Dry Hydrant – Where access to an alternative source of water is impossible, the following may be installed for drafting water from lakes or ponds. A six inch diameter pipe run horizontally (not more than 150 feet) three feet below the lowest water table to a vertical pipe which does not exceed twenty feet in height and ends two feet above grade. The vertical pipe shall be fitted with a 90 degree elbow and a NST 5 inch female coupling for attachment to fire department drafting hose. Water in the vertical pipe will, at the lowest water table be three feet from the bottom.

Light Wood Truss: Manufactured from the natural wood fiber in trees, cut and dried to nominal dimensions such as 2 x 4, 2 x 6, 2 x 8, 2 x 10, 2 x 12, etc., which is used in floor and ceiling systems. These wooden structures are composed of a combination of members such as chords, diagonals, and web members, usually in same triangular arrangements so as to constitute a rigid framework.

Chord: A principal member of a truss which extends from one end to the other, primarily to resist bending; usually on of a pair of such members.

Diagonal: In a framed structure, an inclined member running across a panel as in a truss.

Web: The portion of a truss or girder between the chords or flanges, whose principal function is to resist shear on the span.

Chapter 3
General Precautions Against Fire

29. Section 307.2 "Permit required" is amended by deleting it in its entirety and substituting in its place the following section.

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. A permit is also needed for fires for the burning of bodies of dead animals, including poultry, where no other safe and/or practical disposal method exists. Applications for such permits or approval shall be presented by and permits only issued to the owner of the land upon which the fire is to be kindled. Department approval, but no permit, is required for the following fires provided no nuisance is or will be created by the open burning.

1. Fire used for the reduction of leaves on the premises on which they fall,
2. Fire used for carrying out recognized agricultural procedures necessary for the production or harvesting of crops or for the control of diseases or pests, in accordance with practices acceptable to the Department
3. Fire used for the cooking of food, including barbecues and outdoor fireplaces with the exception of a portable charcoal or LP Gas barbecue grill inside, under or within ten (10) feet of a structural member attached to, or part of , Group R-1 or R-2 residential buildings, which is prohibited, in a non-commercial facility.

EXCEPTION: Open burning may be permitted when all the following conditions are met:

a. A request is properly filed with the Health Department under its air pollution code stating why open burning must be employed to dispose of the material involved, the amount and kind of material to be burned, the exact location where the burning will occur and the dates when the open burning will be accomplished.
b. Approval is received by the Health Department
c. A permit is secured from the fire code official
d. The burning is accomplished between the hours of 9:00 A.M. and 4 P.M. or as authorized by the Health Department.

30. Section 307.2.2 "Prohibited open burning" is amended by deletion of the section in its entirety and substitution of the following section in its place:

307.2.2 Prohibiting open burning. The fire code official may prohibit any or all bonfires and outdoor burning, including any permitted or authorized open burning, that will be offensive, objectionable or hazardous to public safety by reason of atmospheric

conditions or other local circumstances, including predicted local air quality. The fire code official is authorized to order the extinguishment by the permit holder or the fire department of open burning which creates or adds to a hazardous or objectionable condition.

31. Section 307.2.3 "Continuing responsibility" is added and shall read as follows:

307.2.3 Continuing responsibility. Any grant of permission or permit to burn under this section will not relieve the person receiving the authorization or permit from the consequences of any damages, injuries or claims resulting from such burning.

32. Section 307.3 "Location" is amended by the deletion of the first "Exceptions" so that when amended it shall read as follows:

307.3 Location. The location for open burning shall note be less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Exception:

1. The minimum required distance from a structure shall be 25 feet (7,620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

33. Section 307.3.2 "Recreational fires" is omitted in its entirety and no substitute language is provided.

34. Section 308.3.1 "Open flame cooking devices" is amended to delete the entire section and substitute in lieu thereof the following:

308.3.1 Open flame cooking devices. Open flame cooking devices shall not be used on combustible balconies of multiple-family dwellings, two or more stories in height. They also shall not be used on balconies of these buildings where a noncombustible balcony is connected to a building of combustible construction, or within ten (10) feet of such buildings.

> **EXCEPTION**: Electric grills not employing open flames for the cooking medium shall be permitted.

35. Section 311.1.1 "Abandoned premises" is amended by deletion in its entirety and replacement of the following section:

311.1.1 Abandoned premises. Buildings, structures and premises for which the owner cannot be identified or located by dispatch of a certificate of mailing to the last know or registered address, which persistently or repeatedly becomes unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be

considered abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with the 2003 Edition of the International Building Code, as locally amended.

Chapter 4
Emergency Planning and Preparedness

36. Section 401.1 "Scope" is amended to delete the Exception without replacement.

37. Section 405.2 "Frequency" is amended to add the following sentences at the end of the section after the word "procedure".

In all Group H and Group F occupancies, fire drills shall be held every six (6) months where fire alarm facilities are provided as required by this code. Fire drills shall be held to familiarize the occupants and building personnel with emergency procedures.

38. **Table 405.2 "FIRE AND EVACUATION DRILL FREQUENCY AND PARTICIPATION" is amended by adding the two group or occupancy classifications and the frequency and participation requirements shown above so when amended the Table shall appear as follows:**

Group or Occupancy	Frequency	Participation
Group A	Quarterly	Employees
Group E	Monthly[a]	All Occupants
Group I	Quarterly each shift	Employees[b]
Group R-1	Quarterly each shift	Employees
Group R-4	Quarterly each shift	Employees[b]
Group H	Semi-annual each shift	Employees
Group F	Semi-annual each shift	Employees

a. The frequency shall be allowed to be modified in accordance with Section 408.3.2.
b. Fire and evacuation drills in residential care assisted living facilities shall include complete evacuation of the premises in accordance with Section 408.10.5. Where occupants receive habilitation or rehabilitation training, fire prevention and fire safety practices shall be included as part of the training program.

Chapter 5
Fire Service Features

39. Section 502 "Definitions" shall be amended to add the following definitions at their appropriate location based on their alphabetic order:

Fenced compounds Properties such as but not limited to, car lots, storage lots, warehouses, retail or wholesale businesses, night watchmen staffed facilities, or the facility is open during business hours and uninhabited when closed, etc.

Residential communities A community shall be defined as a location at which a group resides and/or dwells, including but not limited to, apartments, hotels, modular home communities, private subdivision, etc.

40. Section 503.6 "Security gates" is amended to delete the entire section and substitute in lieu thereof the following sections and subsections:

503.6 Security gates. Any gated and/or fenced community shall have at least one 20 foot opening gate which shall be designated as the Fire Department primary access. This gate shall conform to sections 503.6.1.1 through 503.6.1.6 and, if automated, shall be equipped with both primary and secondary overrides. (See also Appendix D, Section D103.5)

EXCEPTION: Group R-3 occupancies are exempt from the requirements of this section when the fenced area is for a single occupancy.

503.6.1 Automatic gates. All automatic gates on required fire department access roadways, as determined by the Fire Official, shall provide approved override and power-off equipment. This override system shall provide controls to open and override timer functions for emergency access and power off equipment for manual operation.

503.6.1.1 Emergency override. Emergency override of all automated gate systems shall operate with power on or off. The emergency override system shall consist of a fire access housing designed as follows: The access box shall be red in color and display "Fire Dept." or "Fire Access" in white letters on the face plate. The face plate shall be hinged and designed to accept a Medeco padlock, keyed to the Shelby County Fire Department access key. The Fire Access housing shall be equipped with an internal switch so as when the pad lock is removed and the face plate is opened, it will signal the automated gate to open. The automated gate shall remain open as long as the face plate remains open. Upon closing of the face plate and reinserting the Medeco pad lock, the automated gate shall return to normal operation. The Fire Access housing shall be installed in a manner as to be plainly visible from the cab of the approaching emergency vehicle.

503.6.1.2 Manual disconnects. All automated entry gates shall be equipped with Medeco padlocked disconnects for use in the event that the power supply to the automated gate fails or the Fire Access housing device fails to open the gate.

503.6.1.2.1 Sliding gates. For a sliding gate, the rear chain attachment point at which the chain connects to the physical gate, shall be padlocked and secured with a Fire Department keyed Medeco lock. If the disconnect is not accessible from the public side or the secured sides of the gate, a walk gate padlocked with a Fire Department keyed Medeco lock shall be installed to allow access to the disconnect.

503.6.1.2.2 Swing gates. For a swing gate, the attachment point of the swing arm to the gate shall be equipped with a disconnect pin that shall be padlocked. As with the slide style gate, this pin shall be accessible from both the public and secured sides of the gate

503.6.1.3 Additional gates. If a community design prevents emergency equipment from accessing any area of the property from the primary access gate, it may be deemed necessary by the Fire Official that more than one Fire Department access gate is required. Additional emergency access gates shall conform to the same standards as the primary gate, unless the Fire Marshal declares these gates to be secondary, and allows them to be padlock secured with a Fire Department keyed Medco lock, interlocked with the owners lock, rather than being automated.

503.6.1.4 Locking access gates. If locked, gates in fenced compounds shall be padlock secured with a Fire Department keyed Medeco padlock, interlocked with the owner's lock.

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503.6.2 Access to hydrants. The Fire Marshal shall require all fences that impede access to hydrants, whether from the street or to the structure, to have 48" walk gates installed at or near those hydrants. To allow proper access to the hydrant for fire fighting purposes, these fences shall not be located within a 10' radius of the center line of the hydrant. Additionally, long runs of fencing that block access to buildings shall require the installation of walk gates at intervals not exceeding 300 linear feet. Gates installed at hydrants may be included to meet this requirement. If locked, required walk gates shall be equipped with Medeco locks properly keyed for Shelby County Fire Department use.

41. Section 505 "Premises identification" is amended by adding the following new Section 505.3 and the subsections as follows:

505.3 Identifying emblems for structures with light wood truss construction

505.3.1 Emblem permanently affixed. An identifying emblem shall be permanently affixed at all buildings having light wood truss construction. This section shall not apply to one and two family dwellings.

505.3.2 Emblem description The identifying emblem shall be in the shape of an isosceles triangle with a vertical height of six (6) inches and a horizontal length of twelve (12) inches. The background of the emblem shall be made of a white reflective material and all lettering thereon shall be made of a red reflective material, said lettering having a minimum height of at least four (4) inches with a one-half (½) inch stroke.

The emblem shall contain the following designations to identify the presence of wood trusses in the structure:

1. "F" shall designate a floor with truss construction.
2. "R" shall designate a roof with truss construction.
3. "F/R" shall designate both a floor and roof truss construction.

505.3.3 Location of emblem. The emblem shall be permanently affixed at one of the following locations:

1. Where a building or group of buildings has an approved Fire Department access drive(s) meeting the requirements of Section 503 of the International Fire Code, 2003 edition, as locally amended, emblems shall be placed at each entrance on the left side of each drive at a height of 3 to 5 feet above ground, no more than 3 feet from the curb line; or,

2. In the event a building or group of buildings do not have approved access drive(s) immediately adjacent to the building, the emblem shall be affixed to each building on the address side of the building visible to approaching fire companies; or,

3. At such other location (s) approved by the Fire Official.

If a building exceeds 12 tenant spaces or 12,000 square feet, additional emblems shall be provided on the building at locations designated by the Fire Official. These emblems shall be installed and maintained by the owner of the structure(s).

42. Section 508.2 "Type of water supply" add an "Exception" to the end of the section that reads as follows:

Exception – Alternative water supplies are permitted with the approval of the Fire Code Official. This will include any supply utilizing a dry hydrant access point.

43. Section 508.3 "Fire flow" is amended to delete the entire section and substitute in lieu thereof the following:

508.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities should be based upon Memphis Light, Gas and Water (MLG&W) requirements found in Table 508.3 below. Minimum required fire flow rates shall be those found in Appendix B. Any changes to the required minimum fire flow will be determined on a case by case basis by joint agreement between MLG&W and the Shelby County Fire Department.

TABLE 508.3 Fire Flow Requirements		
Description		**Minimum Flow Rate (Gallons per Minute)**
Hazardous Occupancies	Major Hazard (Groups H-1, H-2 and H-3)	15,000
	Moderate Hazard (H-4 and H-5)	10,000
	Minor Hazard	5,000

	(As determined by the Fire Code Official)	
Storage Manufacturing Assembly >1,000 Mercantile	Up to 5000 square feet*	3,000
	Between 5000 and 50,000 Square Feet, Up to 12' storage	No sprinkler = 4,000 Sprinkler System=3,000 ESFR Sprinkler System =3,000
	Between 5,000 and 50,000 square feet with over 12' storage or 50,000 to 100,000 square feet with up to 12' storage	No sprinkler = 6,000 Sprinkler System= 4,200 ESFR Sprinkler System =3,600
	Larger than 50,000 square feet with over 12' storage or over 100,000 square feet	No sprinkler = 8,000 Sprinkler System=5,600 ESFR Sprinkler System =4,800
Institutional Assembly < 1000 Business Educational Multi-Family Residential	Non-Fire resistant, 3 or more stories	4,000
	Semi-Fire resistant, 3 or more stories	3,000
	No exposure, one or two stories	3,000
One and Two Family Dwellings	Less than 3,600 square feet greater than 10' apart	2,000
	Over 3,600 or less than 3,600 square feet and less than 10' apart	3,000
Misc. or "U"	5,000 square feet	3,000

* The proper fire prevention authority reserves the right to increase fire flows for special hazard commodities and will judge these instances on a case by case basis.

Should there be any question concerning the minimum fire flow requirements or any deviation from the minimum fire flow requirements, Memphis Light Gas and Water, Water Engineering, along with the proper fire prevention authority must be consulted and written approval obtained.

44. Section 508.5.1 "Where required" is amended to delete the phrase "400 feet (122 m)" in the first sentence and replace with the phrase "500 feet (152 m)". This section shall be further amended to delete "exceptions" 1 and 2 without substitution. Therefore after amendment it shall read as follows:

508.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 500 feet (152 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

45. Section 508.5.4 "Obstruction" is amended by the deletion of the entire Section and its replacement with the following:

508.5.4 Obstruction Post, fences, vehicles (attended or unattended), trailers, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection control system control valves, regardless of their location near public or private roadways, or on commercial or private property, in a manner that would prevent such equipment from being immediately discernable. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. Vehicles and trailers found in violation thereof may be impounded, and towing and storage charges assessed under the provisions for violation of this code.

46. A new subsection 508.5.4.1 "Fire Lanes" shall be added and shall include the following language:

508.5.4.1 Fire lanes. No obstruction of any kind, including motor vehicles or trailers, whether attended or not, shall be placed, stored, parked or permitted to remain for any period of time in any area required for access to fire equipment to any public or private residential, or business, or complex of such buildings, designated as fire lanes.

Chapter 6
Building Services and Systems

47. Chapter 6 shall be amended by adding the following new section 611 "Fire Department radio communication":

611 Fire department radio communications. All new and existing buildings constructed or located such that fire radio communications are hampered within the building shall install bi-directional amplifier(s) (BDAs) as needed in order that clear radio communication exists in all areas of said buildings. All bi-directional amplifiers shall have an emergency power back-up approved by the authority having jurisdiction. Verification for the need of (BDAs) shall be tested during inspection process of building. All existing buildings shall be verified during the annual inspection process and a plan of corrective action shall be set forth.

Chapter 7
Fire-Resistance-Rated Construction

No Amendments

Chapter 8
Interior Finish, Decorative Material and Furnishings

48. Section 803.1.1 "Explosive and Highly Flammable Materials" is amended to add the following new sub-section:

803.1.1.1 Included Items. Items in this category include, but are not limited to, Christmas trees not effectively flame-retardant treated, ordinary crepe paper decorations and pyroxylin plastic decorations.

49. Section 804.1.1 "Restricted Occupancies" shall be amended to add the letter "B" following the letter "M". This section shall be further amended to delete the exception without replacement. Therefore after amendment this section shall read as follows:

804.1.1 Restricted Occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, B, R-1, R-2, and R-4 occupancies.

50. Section 804 "Decorative vegetation" is amended to add the following new sub-section entitled "Prohibition on use of combustible decorative materials.":

804.5 Prohibition on use of combustible decorative materials. Combustible decorative materials such as, but not limited to, cotton batting, vegetation, moss, straw, hay, vines, split bamboo, leaves and similar material shall not be used in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, R-4 and B occupancies.

Chapter 9
Fire Protection Systems

51. Section 901.2 "Construction documents" is amended to add the following three new sub-sections:

901.2.2 Sprinkler plan submittal. Plans for the installation of sprinkler systems shall be submitted to the Shelby County Fire Marshall's Office and approved prior to installation of any new system and on all projects where 10 or more heads are added to an existing system or when calculations for the system must be revised.

901.2.3 Fire alarm plans submittal. Plans for the installation of fire alarm systems shall be submitted to the Shelby County Fire Marshall's Office and approved prior to installation of any new system and for any alterations to existing systems where devices are added or removed.

901.2.4 All Other Fire Protection System Plans. Any plans for the installation of fire protection systems shall be submitted to the Shelby County Fire Marshall's Office and approved prior to installation.

52. Section 903.2 "Where required" shall be deleted in its entirety and the following shall be substituted in its place so that when amended the section shall read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be provided in all new or altered commercial buildings that exceed 5,000 square feet (4,645.5 m^2) of gross floor area, and/or have floor surfaces used for human occupation located more than 30 feet (9.2m) above the lowest level of Fire Department vehicle access. "Altered" for purposes of this Chapter shall mean:

1. The addition to any existing commercial building by twenty (20%) percent.
2. Any change in occupancy to a retirement, or board and care residency

53. Section 903.2.1.1 "Group A-1", shall be deleted in its entirety and replaced with the following:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided in Group A-1 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more;
2. The fire area is located on a floor other than the level of exit discharge; or
3. The fire area contains a multitheater complex.

54. **Section 903.2.1.3 "Group A-3", shall be deleted in its entirety and replaced with the following:**

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided in Group A-3 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more; or
2. The fire area is located on a floor other than the level of exit discharge

55. Section 903.2.1.4 "Group A-4.", shall be shall be deleted in its entirety and replaced with the following:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided in Group A-4 occupancies where one of the following conditions exists:

1. The fire area has an occupancy load of 300 or more; or
2. The fire area is located on a floor other than the level of exit discharge

56, **Section 903.2.2 "Group E" shall be shall be deleted in its entirety and replaced with the following:**

903.2.2 Group E. An automatic sprinkler system shall be provided in Group E occupancies where one of the following conditions exists:

1. Throughout every portion of educational buildings below the level of exit discharge.

57. Section 903.2.3 "Group F-1" shall be shall be deleted in its entirety and replaced with the following:

903.2.3 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. Where a Group F fire area is located more than three stories above grade;

58. Section 903.2.6 "Group M" shall be shall be deleted in its entirety and replaced with the following:

903.2.6 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where a Group M fire area is located more than three stories above grade.

59. Section 903.2.7 "Group R" shall be deleted in its entirety and replaced with the following:

903.2.7 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.
Exceptions:

1. All one and two family dwellings unless construction of the one or two family dwellings occurs within a designated "annexation reserve area" of a city or town in Shelby County, as determined by the most current Growth Plan required under TCA 6-58-104. In such case the new one or two family dwelling shall be required to meet any sprinkler requirement or ordinance that would be applicable to it under the adopted provisions of that town or city's fire code or municipal code, if that requirement is more stringent than what is required by this code.

60. Section 903.2.8 "Group S-1" shall be shall be deleted in its entirety and replaced with the following:

903.2.8 Group S-1. An automatic sprinkler system shall be provided throughout buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where a Group S-1 fire area is located more than three stories above grade.

61. Section 903.2.8.1 "Repair garages." shall be shall be deleted in its entirety and replaced with the following:

903.2.8.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the *International Building Code* as locally amended, as follows:

1. Buildings with a repair garage serving vehicles parked in the basement.

62. Section 903.2.10.3 "Buildings more than 55 feet in height" shall be amended by deleting in its entirety the third "Exception" that reads "3. Occupancies in Group F-2."

63. Section 903.3.5 "Water Supplies" is amended to add the following words at the end of the last sentence following the word "code"

and Memphis Light Gas and Water requirements.

64. Section 903.3.5.2 "Secondary water supply" is amended to delete the entire section and substitute in lieu thereof the following:

903.3.5.2 Secondary water supply systems. In addition to the main water supply, for high-rise buildings located where the effective peak velocity related acceleration, A_v, in accordance with 1999 SBCCI 1607.1 is equal or greater than 0.20., a secondary on-site supply of water equal to the hydraulically calculated sprinkler demand plus 100 gpm (6.31 L/s) for the standpipe system shall be provided. This supply shall have a duration of 30 minutes, but need not exceed 10,000 gallons ($37.9m^3$)

65. Section 903.4 "Sprinkler system monitoring and alarms" shall be amended to add the following sentence at the end of the section following the word "supervised".

"These valves shall also be locked in the normal position."

66. Section 903.4 "Sprinkler system monitoring and alarms" shall be further amended to add exceptions # 8 and #9 at the end of the section:

8. Existing systems that have not been extended, modified or previously electrically supervised may be locked in the normal position.
9. Any private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electronically supervised or locked in the normal position.

67. Section 903.4.1 "Signals" shall be amended to add the following new sub-section:

903.4.1.1 Supervision. All fire alarm or sprinkler systems required to be supervised by this code shall be monitored by an approved central station.

68. Section 903.4.3 "Floor control valves" is amended to delete the words "in high-rise buildings" at the end of the section and replace that phrase with the following phrase: "all buildings two (2) or more stories in height." This section is further amended to add the following exceptions at the end of the section:

Exceptions: 1. Buildings equipped with an approved 13R sprinkler system that do not have a standpipe system.

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in all buildings two (2) or more stories in height

Exceptions: 1. Buildings equipped with an approved 13R sprinkler system that do not have a standpipe system.

69. Section 904.11 "Commercial cooking systems" is amended by inserting the following sentences before the first sentence of this section following the word "systems" in the heading:

Commercial cooking systems shall include all cooking operations except those conducted in one and two family dwellings. Any exceptions to this requirement must be approved by the Fire Code Official.

70. Section 905.3 "Required installations" is amended to delete the numbers "905.3.6" in the first sentence and substitute in lieu thereof the number "905.3.7".

71. Section 905.3 is further amended to add the following new sub-section 905.3.7 entitled "Other buildings":

905.3.7 Other buildings. Buildings 50 feet or more in height, except those with a roof slope greater than 4:12 that do not require a wet standpipe shall be provided with a dry standpipe. The standpipe shall provide coverage for all areas of the building including the roof. The standpipe need not have an automatic water supply and shall be located so that hose lays do not exceed 250 feet. Access to the roof and the standpipe shall be provided. Each standpipe shall be capable of providing 500 gallons per minute at the topmost outlet when supplied by fire department equipment.

72. Section 907.2.5, "Group H", shall be amended to delete the letter and number "H-5" in the first sentence and replace it with the letter "H".

73. Section 907.15 "Monitoring" is amended to add the following two new sub-sections, 907.15.1 "Monitoring requirements" and 907.15.2 "Runner service":

907.15.1 Monitoring requirements. Where monitoring of a fire alarm system is required in this jurisdiction, it shall be by an approved central station and shall be in accordance with the requirements of central station service as described in NFPA 72.

907.15.2 Runner service. A runner or technician, as defined by NFPA 72, must be dispatched to the protected premises to arrive within 1 hour after receipt of a signal, when required to respond.

74. Section 910.4 "Mechanical smoke exhaust" is amended by adding the following sentence at the end of the section following the word,"vents":

"When mechanical smoke removal systems are provided, they shall conform to the requirements of this section."

75. Section 910.4.1 "Location" is deleted in its entirety and the following shall be substituted in lieu thereof:

910.4.1 Required Air Exchanges. Smoke removal systems shall be designed to provide a minimum of six (6) air changes per hour at 100% exhaust to the outside.

76. Section 910.4.2 "Size" is deleted in its entirety and the following substituted in lieu thereof:

910.4.2 Specifications. Fans shall be in accordance with the following:

1. The fan capacity shall be based on an empty building.
2. The maximum individual capacity of a fan shall be 30,000 CFM
3. The exhaust fans shall be uniformly spaced within the building and the distance between the fans shall be no greater than 100 feet and not less than 50 feet, unless approved by the Fire Code Official.
4. Controls shall be designed for selective control of no more than 3 smoke removal units. Fans grouped on a single switch shall be in the same fire area and spaced according to item #3.
5. Electrical service to the smoke removal systems shall be connected on the line side of the main electrical disconnect.
6. The smoke removal fire department system control panel shall be in an approved location and shall be clearly identified. The control panel shall be located in a room protected by not less than a 1-hour fire resistance rated occupancy separation as identified in the building code or an exterior location approved by the Fire Official. The room shall be directly accessible from the exterior of the building. Automatic sprinkler protection shall be provided in the panel room.

77. Sections 910.4.3 and 910.4.4 shall be deleted without substitution, but the sections shall be reserved so that when amended they shall read as follows:

Section 910.4.3 Reserved
Section 910.4.4 Reserved.

78. Section 910.4.5 is deleted in its entirety and the following language substituted in lieu thereof:

910.4.5 Spacing and size. Supply inlets for exhaust fans shall be uniformly spaced within the building and the maximum distance between inlets shall not exceed 100 feet, unless approved by the Fire Code Official. The openings shall be sized to provide a minimum of 50% of required exhaust. Overhead doors shall not be used as required supply air inlets."

79. Section 912 "Fire department connections", shall be amended to add the following new sub-section:

912.7 Proximity to Fire Hydrants. Fire department connections shall be located not more than 100 feet from an approved fire hydrant.

80. Section 913.4 "Valve supervision" shall be amended to delete the entire section and substitute in lieu thereof the following:

913.4 Valve supervision. All valves which effect the proper operation of the fire pump, shall be supervised electrically by an approved central station and be locked in the normal position

> **EXCEPTION** In private fire service mains, underground control or section valves with roadway boxes accessible with a special wrench shall not be required to be electronically supervised or locked in the normal position.

Chapter 10
Means of Egress

81. The "Exception" in Section 1001 "General." is amended by substituting the phrase "2003 Edition of the International Building Code, as locally amended." for the phrase "International Residential Code"

82. Section 1001, "General" is also amended to add the following new sub-section 1001.3 with the heading "Other standards" that shall read as follows:

1001.3 Other standards. When this code does not contain requirements on a particular aspect of a means of egress system, NFPA 101 may be used as an accepted engineering practice standard.

83. Section 1006.1 "Illumination required" is amended to add the following at the end of exception # 2 following the letter "A":

> and Group S (Sprinklered)

84. Section 1014.2.1 "Two exits or exit access doorways" shall be amended to add the following sentence at the end of exception # 1 following the word "corridor":

> Exit enclosure walls shall not be less than 30 feet (9144 mm) apart at any point in a direct line of measurement.

85. Section 1019.1.7, "**Stairway floor number signs", shall be amended to add the following new sub-section 1019.1.7.1 entitled "Lettering size":**

1019.1.7.1 Lettering size. Letters or numbers that indicate the floor level shall be at least four (4) inches high with a half inch wide stroke. Other required information on the sign shall be written with letters a minimum of one (1) inch high on contrasting background.

86. Section 1027, "Maintenance of the means of egress" is amended to add the following new sub-sections 1027.6 "Overcrowding" and 1027.7 "Emergency lighting testing" which shall read as follows:

1027.6 Overcrowding. The number of occupants of any building or portion thereof shall not be permitted to exceed the allowed or posted capacity, determined in accordance with the building code.

1027.7 Emergency lighting testing. A functional test shall be conducted on every required emergency lighting system at 30-day intervals for a minimum of 30 seconds. An annual test shall be conducted for a 1½ hour duration. Equipment shall be fully operational for the duration of the test. Written records of testing shall be kept by the owner for inspection by the Fire Code Official.

Chapter 11
Aviation Facilities

87. Section 1104 "Aircraft Maintenance" is amended to add the following new sub-section 1104.7 "Drip pans":

1104.7 Drip pans. Every aircraft hanger shall be equipped and maintained with metal drip pans under the engines of all aircraft stored or parked therein.

Chapter 12
Dry Cleaning

No amendments

Chapter 13
Combustible Dust-Producing Operations

No Amendments

Chapter 14
Fire Safety During Construction and Demolition

88. Section 1413.3 "Detailed requirements" is amended to add the following sentence at the end of the exception following the word "materials":

The type of standpipe permitted shall be approved by the Fire Code Official.

Chapter 15
Flammable Finishes

No Amendments

Chapter 16
Fruit and Crop Ripening

No Amendments

Chapter 17
Fumigation and Thermal Insecticidal Fogging

No Amendments

Chapter 18
Semiconductor Fabrication Facilities

No Amendments

Chapter 19
Lumber Yards and Woodworking Facilities

No Amendments

Chapter 20
Manufacture of Organic Coatings

89. Section 2009.4.2 "Spills" is amended by deleting the words "or by burning in the open at an approved detached location" without substitution.

Chapter 21
Industrial Ovens

No Amendments

Chapter 22
Motor Fuel Dispensing Facilities and Repair Garages

90. Section 2204.3.1 "General" is amended by deleting it in its entirety and substituting in lieu thereof the following:

2204.3.1 General.. Visual supervised monitoring shall be so located as to have full view of all dispensing devices and shall be constantly attended off-site by a minimum of two individuals. If visual supervised monitoring becomes inoperative, repair shall be made within four (4) hours or dispensing of fuel shall be discontinued.

91. A new subsection sub-section 2204.3.8 "Additional fire protection" shall be added to section 2204.3 "Unattended self-service motor fuel-dispensing facilities" and shall read as follows:

2204.3.8 Additional fire protection. Additional fire protection shall be provided for unattended service stations open to the public in accordance with the following:

a. Automatic fire suppression systems shall be installed in accordance with appropriate NFPA standards, manufacturer's instructions, and the listing

requirements of the systems. The fire suppression systems shall provide complete coverage for the hazard including spillage under vehicles.
b. Provide a manual fire alarm pull station for fire department notification. This system and the fire suppression system shall be monitored by an approved central station in compliance with NFPA 72.
c. Provide infrared heat sensors for automatic actuation of the fixed fire suppression system with remote actuation.
d. Provide automatic fueling shut-off at 35 gallons per transaction.

92. Section 2206.2.3 "Above-ground tanks located outside, above grade" Item #1 is amended by adding a note to the item that shall read as follows:

Note: Service stations open to the public will not be permitted to install thermally protected aboveground fuel tanks for the storage and dispensing of Class I liquids.

Chapter 23
High-Piled Combustible Storage

93. Section 2301.1 "Scope" is amended to delete the letters and number "NFPA 231C" at the end of number 4 and replace them with the letters and number "NFPA 232".

94. Section 2304.2 "Designation based on engineering analysis" is amended to delete the letters and numbers "NFPA 231 and NFPA 231C" at the end of the third sentence and replace them with the letters and numbers "NFPA 13 and NFPA 230".

95. Section 2306.6.1.2 **Door Size and Type** is amended to add the following exception
Exception: Roll up doors shall be allowed to be considered for use as fire fighter access doors provided provision is made for the doors to unlock upon activation of the water flow alarm.

96. Section 2307.2 "Fire protection" is amended to delete the letters and number "NFPA 231" at the end of the section and replace it with the letters and number "NFPA 13".

97. Section 2307.2.1 "Shelf storage" is amended to delete the letters and number "NFPA 231" at the end of the first sentence and replace with the letters and number "NFPA 13".

98. Section 2308.2 "Fire protection" is amended to delete the letters and number "NFPA 231C" at the end of the section and replace with the letters and number "NFPA 13".

99. Section 2308.2.2 "Racks with solid shelving" is amended to delete the letters and number "NFPA 231C" at the end of exception # 2 and replace with the letters and number "NFPA 232".

100. Section 2308.4 "Column protection" is amended to delete the letters and number "NFPA 231C" at the end of the section and replace with the letters and number "NFPA 13".

101. Section 2310.1 "General" is amended to delete the letters and number "NFPA 231C" at the end of the first sentence and replace with the letters and number "NFPA 232".

Chapter 24
Tents, Canopies and Other Membrane Structures

102. Section 2403.2 "Approval required" is deleted in is entirety and the following language is substituted in lieu thereof:

2403.2 Approval Required. Tents, membrane and canopies structures having an area of 120 square feet or more shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

EXCEPTION: Tents used exclusively for recreational camping purposes.

103. Section 2404.15.5 "Cooking tents" is amended to add the words "unless approved by the Fire Code Official" at the end of the section following the numbers and letters "20 feet (6096 mm)".

104. Section 2404.15.6 "Outdoor Cooking" is amended by adding the words "unless approved by the Fire Code Official" at the end of the section following the word "structure".

Chapter 25
Tire Rebuilding and Tire Storage

No Amendments

Chapter 26
Welding and Other Hot Work

No Amendments

Chapter 27
Hazardous Materials – General Provisions

No Amendments

Chapter 28
Aerosols

No Amendments

Chapter 29
Combustible Fibers

No Amendments

Chapter 30
Compressed Gases

No Amendments

Chapter 31
Corrosive Materials

No amendments

Chapter 32
Cryogenic Fluids

No Amendments

Chapter 33
Explosives and Fireworks

No Amendments

Chapter 34
Flammable and Combustible Liquids

105. Section 3403 "General Requirements" is amended by adding the following new sub-section 3403.1.4 "Unauthorized storage":

3403.1.4 Unauthorized storage. It shall be illegal to store or keep gasoline powered equipment, such as motorcycles, lawn equipment and the like, in any building unless the room or space is approved for such use.

106. Section 3403.5 "Labeling and signage" is amended to add the words "or combustible" following the word "flammable" in the first sentence.

107. Section 3404.3.3 "Indoor storage" is amended to add the following exception #3:

> 3. The storage of flammable and combustible liquids in plastic containers shall comply with this chapter as well as applicable sections of NFPA 30. Compliance with Factory Mutual 7-29 shall be considered an acceptable alternative to NFPA 30 or may be used when storage arrangements are outside the scope of NFPA 30.

Chapter 35
Flammable Gases

No Amendments

Chapter 36
Flammable Solids

No Amendments

Chapter 37
Highly Toxic and Toxic Materials

No Amendments

Chapter 38
Liquefied Petroleum Gases

108. Section 3803.2.1 "Portable containers" is amended by adding the following new sub-section 3803.2.1.8 "Flame effect before a proximate audience":

3803.2.1.8 Flame effects before a proximate audience. The use of LP gas as part of a flame effect before a proximate audience shall comply with this chapter and NFPA 160 and shall be approved by the Fire Code Official.

Chapter 39
Organic Peroxides

No Amendments

Chapter 40
Oxidizers

No Amendments

Chapter 41
Pyrophoric Materials

No Amendments

Chapter 42
Proxylin (Cellulose Nitrate) Plastics

No Amendments

Chapter 43
Unstable (Reactive) Materials

No Amendments

Chapter 44
Water Reactive Solids and Liquids

No Amendments

Chapter 45
Referenced Standards

109. Chapter 45, "Referenced Standards", is amended by deleting and adding the following standards and publications:

DELETE
<u>NFPA Standards</u>

10—98 Portable Fire Extinguishers . . . . . Table 901.6.1, 906.2, 906.3, Table 906.3(1), Table 906.3(2), 2106.3
11—98 Low Expansion Foam 904.7, 3404.2.9.1.2
12A—97 Halon 1301 Fire Extinguishing Systems . . . . . Table 901.6.1, 904.9
13—99 Installation of Sprinkler Systems . . . . . Table 704.1, 903.3.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 907.9, Table 2306.2, 2306.9, 2804.1, 3404.3.7.5.1, 3404.3.8.4
13D—99 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes. 903.3.1.3, 903.3.5.1.1
13R—99 Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height. 903.1.2, 903.3.1.2, 903.3.5.1.1,903.3.5.1.2, 903.4
14—00 Installation of Standpipe, Private Hydrants and Hose Systems 905.2, 905.3.4, 905.4.2, 905.8
15—96 Water Spray Fixed Systems for Fire Protection 3404.2.9.1.3
16—99 Installation of Foam-Water Sprinkler and Foam-Water Spray Systems 904.7, 904.11
17—98 Dry Chemical Extinguishing Systems . .. . Table 901.6.1, 904.6, 904.11
17A—98 Wet Chemical Extinguishing Systems .. . . . . Table 901.6.1, 904.5, 904.11

20—99 Installation of Stationary Pumps for Fire Protection 913.1, 913.2, 913.5.1
22—98 Water Tanks for Private Fire Protection 508.2.2
24—95 Installation of Private Fire Service Mains and their Appurtenances 508.2.1, 1909.5
25—98 Inspection, Testing and Maintenance of Water-Based Fire Protection Systems . . . . . 508.5.3, Table 901.6.1, 904.7.1, 912.6, 913.5,
30—00 Flammable and Combustible Liquids Code 3403.6.2, 3403.6.2.1, 3404.2.7, 3404.2.7.1, 3404.2.7.2, 3404.2.7.3.6, 3404.2.7.4, 3404.2.7.6, 3404.2.7.7, 3404.2.7.8, 3404.2.7.9, 3404.2.9.2, 3404.2.9.3, 3404.2.9.5.1.1, 3404.2.9.5.1.2, 3404.2.9.5.1.3, 3404.2.9.5.1.4, 3404.2.9.5.1.5, 3404.2.9.5.2, 3404.2.9.6.4, 3404.2.10.2, 3404.2.11.4, 3404.2.11.5.2, 3404.2.12.1, 3404.3.1, 3404.3.6, 3404.3.7.2.3, 3404.3.8.4, 3406.8.3
30A—00 Code for Motor Fuel-Dispensing Facilities and Repair Garages 2201.4, 2201.5, 2201.6, 2206.6.3, 2210.1
30B—98 Manufacture and Storage of Aerosol Products . . . . 2801.1, 2803.1, 2804.1, Table 2804.3.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3, 2806.5, 2806.8, 2807.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3
33—00 Spray Application Using Flammable or Combustible Materials 1504.1.2
34—00 Dipping and Coating Processes Using Flammable or Combustible Liquids . . . . . 1505.3, 1505.6.
40—97 Storage and Handling of Cellulose Nitrate Motion Picture Film 306.2
51—97 Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting, and Allied Processes 2601.5, 2607.1, 2609.1
52—98 Compressed Natural Gas (CNG) Vehicular Fuel Systems. 3001.1
57—99 Liquefied Natural Gas (LNG) Vehicular Fuel Systems 3001.1
58—01 Liquefied Petroleum Gas Code . .. 3801.1, 3803.1, 3803.2.1, 3803.2.1.2, 3803.2.1.7, 3803.2.2, 3804.1, 3804.3.1, 3804.4, 3806.3, 3807.2, 3808.1, 3808.2, 3809.11.2, 3811.3
61—99 Prevention of Fires and Dust Explosions in Agricultural and Food Products Facilities . . . . . Table 1304.1
69—97 Explosion Prevention Systems . . . . . 911.1, 911.3, Table 1304.1
72—99 National Fire Alarm Code . . . . . 509.1, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.1, 907.2.1.1, 907.2.10, 907.2.10.4, 907.2.11.2, 907.2.11.3, 907.2.12.2.3, 907.2.12.3, 907.3, 907.5, 907.6, 907.10.2, 907.11, 907.15, 907.17, 907.18, 907.20, 907.20.2, 907.20.5
85—01 Boiler and Combustion System Hazards Code . .. . Table 1304.1
(Note: NFPA 8503 has been incorporated into NFPA 85)
86—99 Ovens and Furnaces 2101.1
99—99 Health Care Facilities. 3006.4
101—00 Life Safety Code 1024.6.2
110—99 Emergency and Standby Power Systems 604.1, 604.4, 913.5.2, 913.5.3
211—00 Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances 603.2
260—98 Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture 803.6.1, 803.7.1
261—98 Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes. 803.5.1
265—98 Standard Method of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Wall Coverings 806.2.3, 806.2.3.1, 806.2.3.2
407—96 Aircraft Fuel Servicing 1106.2, 1106.3
430—95 Storage of Liquid and Solid Oxidizers 4004.1.4
490—98 Storage of Ammonium Nitrate 3301.1.5
495—96 Explosive Materials Code 911.1, 911.4, 3301.1.1, 3301.1.5, 3302.1, 3304.2,

3304.6.2, 3304.6.3, 3304.7.1, 3305.1, 3306.1, 3306.5.2.1, 3306.5.2.3, 3307.1, 3307.9, 3307.11, 3307.15
498—96 Safe Havens and Interchange Lots for Vehicles Transporting Explosives .. 3301.1.2

505—99 Powered Industrial Trucks, Including Type Designations, Areas of Use, Maintenance, and Operation 2703.7.3
655—93 Prevention of Sulfur Fires and Explosions. . . . . Table 1304.1
664—98 Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities . . . . . Table 1304.1, 1905.3
704—96 Identification of the Hazards of Materials for Emergency Response 606.7, 606.9.3.4, 1802.1, 2703.2.2.1, 2703.2.2.2, 2703.5, 2703.10.2, 2705.1.10, 2705.2.1.1, 2705.4.4, 3203.4.1, 3404.2.3.2
750—00 Standard on Water Mist Fire Protection Systems . . . . . Table 901.6.1
1122—97 Model Rocketry 3301.1.4
1124—98 Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles 3302.1, 3304.2, 3305.1, 3305.3, 3305.4, 3305.5
1125—95 Manufacture of Model Rocket and High Power Rocket Motors 3301.1.4
1127—98 High Power Rocketry 3301.1.4
2001—00 Clean Agent Fire Extinguishing Systems . . . . . Table 901.6.1, 904.10

ADD
<u>NFPA Standards</u>

10—07 Portable Fire Extinguishers . . . . . Table 901.6.1, 906.2, 906.3, Table 906.3(1), Table 906.3(2), 2106.3
11—05 Low Expansion Foam 904.7, 3404.2.9.1.2
12A—04 Halon 1301 Fire Extinguishing Systems . . . . . Table 901.6.1, 904.9
13—07 Installation of Sprinkler Systems . . . . . Table 704.1, 903.3.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 907.9, Table 2306.2, 2306.9, 2804.1, 3404.3.7.5.1, 3404.3.8.4
13D—07 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes. 903.3.1.3, 903.3.5.1.1
13R—07 Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height. 903.1.2, 903.3.1.2, 903.3.5.1.1,903.3.5.1.2, 903.4
14—07 Installation of Standpipe, Private Hydrants and Hose Systems 905.2, 905.3.4, 905.4.2, 905.8
15—07 Water Spray Fixed Systems for Fire Protection 3404.2.9.1.3
16—03 Installation of Foam-Water Sprinkler and Foam-Water Spray Systems 904.7, 904.11
17—02 Dry Chemical Extinguishing Systems . .. . Table 901.6.1, 904.6, 904.11
17A—02 Wet Chemical Extinguishing Systems .. . . . . Table 901.6.1, 904.5, 904.11
20—07 Installation of Stationary Pumps for Fire Protection 913.1, 913.2, 913.5.1
22—03 Water Tanks for Private Fire Protection 508.2.2
24—07 Installation of Private Fire Service Mains and their Appurtenances 508.2.1, 1909.5
25—02 Inspection, Testing and Maintenance of Water-Based Fire Protection Systems . . . . . 508.5.3, Table 901.6.1, 904.7.1, 912.6, 913.5,
30—03 Flammable and Combustible Liquids Code 3403.6.2, 3403.6.2.1, 3404.2.7, 3404.2.7.1, 3404.2.7.2, 3404.2.7.3.6, 3404.2.7.4, 3404.2.7.6, 3404.2.7.7, 3404.2.7.8, 3404.2.7.9, 3404.2.9.2, 3404.2.9.3, 3404.2.9.5.1.1, 3404.2.9.5.1.2, 3404.2.9.5.1.3, 3404.2.9.5.1.4, 3404.2.9.5.1.5, 3404.2.9.5.2, 3404.2.9.6.4, 3404.2.10.2, 3404.2.11.4, 3404.2.11.5.2, 3404.2.12.1, 3404.3.1, 3404.3.6, 3404.3.7.2.3, 3404.3.8.4, 3406.8.3

30A—03 Code for Motor Fuel-Dispensing Facilities and Repair Garages 2201.4, 2201.5, 2201.6, 2206.6.3, 2210.1
30B—07 Manufacture and Storage of Aerosol Products . . . . 2801.1, 2803.1, 2804.1, Table 2804.3.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3, 2806.5, 2806.8, 2807.1, Table 2804.3.2, Table 2804.3.2.2, 2804.4.1, 2804.5.2, 2804.6, Table 2806.2, Table 2806.3
33—07 Spray Application Using Flammable or Combustible Materials 1504.1.2
34—07 Dipping and Coating Processes Using Flammable or Combustible Liquids . . . . . 1505.3, 1505.6.
40—07 Storage and Handling of Cellulose Nitrate Motion Picture Film 306.2
51—02 Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting, and Allied Processes 2601.5, 2607.1, 2609.1
52—06 Compressed Natural Gas (CNG) Vehicular Fuel Systems. 3001.1
57—02 Liquefied Natural Gas (LNG) Vehicular Fuel Systems 3001.1
58—04 Liquefied Petroleum Gas Code . .. 3801.1, 3803.1, 3803.2.1, 3803.2.1.2, 3803.2.1.7, 3803.2.2, 3804.1, 3804.3.1, 3804.4, 3806.3, 3807.2, 3808.1, 3808.2, 3809.11.2, 3811.3
61—02 Prevention of Fires and Dust Explosions in Agricultural and Food Products Facilities . . . . . Table 1304.1
69—02 Explosion Prevention Systems . . . . . 911.1, 911.3, Table 1304.1
72—07 National Fire Alarm Code . . . . . 509.1, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.1, 907.2.1.1, 907.2.10, 907.2.10.4, 907.2.11.2, 907.2.11.3, 907.2.12.2.3, 907.2.12.3, 907.3, 907.5, 907.6, 907.10.2, 907.11, 907.15, 907.17, 907.18, 907.20, 907.20.2, 907.20.5
85—04 Boiler and Combustion System Hazards Code . .. . Table 1304.1
(Note: NFPA 8503 has been incorporated into NFPA 85)
86—07 Ovens and Furnaces. 2101.1
99—05 Health Care Facilities 3006.4
101—06 Life Safety Code 1024.6.2
110—05 Emergency and Standby Power Systems 604.1, 604.4, 913.5.2, 913.5.3
211—06 Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances 603.2
230—03 Fire Protection of Storage
232—07 Protection of Records
260—03 Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture 803.6.1, 803.7.1
261—03 Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes. 803.5.1
265—07 Standard Method of Fire Tests for Evaluating Room Fire Growth Contribution of Textile Wall Coverings 806.2.3, 806.2.3.1, 806.2.3.2
407—07 Aircraft Fuel Servicing 1106.2, 1106.3
409—04 Aircraft Hangers
415—02Airport Terminal Buildings, Fueling Ramp Drainage, Loading Walkways
418—06 Heliports
430—04 Storage of Liquid and Solid Oxidizers 4004.1.4
490—02 Storage of Ammonium Nitrate 3301.1.5
495—06 Explosive Materials Code 911.1, 911.4, 3301.1.1, 3301.1.5, 3302.1, 3304.2, 3304.6.2, 3304.6.3, 3304.7.1, 3305.1, 3306.1, 3306.5.2.1, 3306.5.2.3, 3307.1, 3307.9, 3307.11, 3307.15
498—06 Safe Havens and Interchange Lots for Vehicles Transporting Explosives .. 3301.1.2
505—04 Powered Industrial Trucks, Including Type Designations, Areas of Use, Maintenance, and Operation 2703.7.3
655—07 Prevention of Sulfur Fires and Explosions. . . . . Table 1304.1

664—07 Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities . . . . . Table 1304.1, 1905.3
704—07 Identification of the Hazards of Materials for Emergency Response 606.7, 606.9.3.4, 1802.1, 2703.2.2.1, 2703.2.2.2, 2703.5, 2703.10.2, 2705.1.10, 2705.2.1.1, 2705.4.4, 3203.4.1, 3404.2.3.2
750—06 Standard on Water Mist Fire Protection Systems . . . . . Table 901.6.1
1122—02 Model Rocketry 3301.1.4
1124—06 Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles 3302.1, 3304.2, 3305.1, 3305.3, 3305.4, 3305.5
1125—07 Manufacture of Model Rocket and High Power Rocket Motors 3301.1.4
1127—02 High Power Rocketry 3301.1.4
2001—04 Clean Agent Fire Extinguishing Systems . . . . . Table 901.6.1, 904.10

Factory Mutual Standards

7.29 Flammable and Combustible Liquids, (current edition) – Sections concerned with requirements for flammable and combustible liquids in plastic containers only.

API

API 2201 Procedures for Welding or Hot Tapping on Equipment Containing Flammables (current edition)

110. Amendment to Appendix C by adding a new Section C106 "Marking of Hydrants" and new sections C106.1 that shall read as follows:

Section C106
Marking of Hydrants

C106. 1 When required. When private hydrants are required by this code, they must be marked to improve their visibility by painting them red. Bonnets must also be painted to indicate the flow capacity of the hydrant as follows:

1. Less than 500 Gallons per minute (GPM) – Red
2. Between 500 and 999 GPM - Orange
3. Between 1,000 and 1499 GPM – Green
4. More than 1500 GPM – Light Blue

ITEM LANGUAGE: An Odinance by the Shelby County Board of Commissioners amending the Shelby County Fire Code, as adopted by the Shelby County Board of Commissioners in Ordinance # 251 on September 10, 2001, so as to make certain changes as hereinafter set out and establish an effective date therefore. Ordinance sponsored by Commissioner Chism.
ITEM ID: 590

==========

STEP: Originator
DATE: 2/11/2009
ORIGINATOR: clara.murray Phone Number:379-7077
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 2/11/2009
APPROVER: clarence.cash Phone Number:379-7076
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 2/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 2/11/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 2/11/2009
APPROVER: carter.gray
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 2/11/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 2/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 2/11/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee Law Enforcement

For Commission Action on: 5/6/09

A RESOLUTION AMENDING THE FY09 BUDGET IN THE AMOUNT OF $25,082.00 TO ALLOW MAXIMUM EXPENDITURE OF GRANT FUNDS FROM A GOVENOR'S HIGHWAY SAFETY OFFICE GRANT PREVIOUSLY APPROVED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS. THIS ITEM REQUIRES EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF $25,082.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___X___ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $25,082.00___: State Gas Tax Funds: $_____

Federal Grant Funds: _____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: __Shelby County Sheriff's Office_____

APPROVAL:

Dept. Head: ___Kim Hackney 901-545-5772_____ _____\ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: ___Mark H. Luttrell, Jr. 901-545-5503__________\ _____
(Type your name & phone #.) (Initials) (Date)

Division Director: ___Harvey Kennedy 901-545-5505__________\ _____
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: __________\ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept.:__________\ _____
(Type your name & phone #.) (Initials) (Date)

County Attorney: __________\ _____
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: __________\ _____
(Type your name & phone #.) (Initials) (Date)

Item # _____ Prepared by: __Roger T. Henderson___

Approved by:_____
County Attorney

A RESOLUTION AMENDING THE FY09 BUDGET IN THE AMOUNT OF $25,082.00 TO ALLOW MAXIMUM EXPENDITURE OF GRANT FUNDS FROM A GOVENOR'S HIGHWAY SAFETY OFFICE GRANT, PREVIOUSLY APPROVED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS. THIS ITEM REQUIRES EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF $25,082.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, Resolution 7, adopted October 24, 2008 by the Board of County Commissioners, approved the receipt and expenditure of Governor's Highway Safety Office grant funds in the amount of $315,663.00 for the purpose of promoting proper child seatbelt and car seat use across Shelby County and West Tennessee; and

WHEREAS, Due to the time frames associated with the hiring process, residual capital totaling $25,082.00 exists in the personnel budget which has been approved by GHSO for reallocation in the operations and maintenance budget to help fulfill the purpose of the grant; and

WHEREAS, The Shelby County Sheriff's Office has found it necessary to amend the FY09 Operating Budget so as to provide effective use of resources; and

WHEREAS, All costs of these programs have been or will be reimbursed by grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY TENNESSEE, That the Shelby County FY09 Operating Budget is amended and approved per Exhibit A which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to comply with the intent of this resolution.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants in amounts not to exceed $25,082.00 for grant funds as outlined herein pursuant to the terms and conditions of said grant contracts and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

DATE: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. DESCRIPTION OF ITEM:

This grant requires funds to be reallocated in order to provide maximum effectiveness. Excess funds are attributed to a processing delays in the hiring of grant personnel.

This resolution amends the FY09 Operating Budget to allow both the expenditure of grant funds and for these funds to be available for grant-related expenditures from October 1, 2008 through September 30, 2009 under the terms and conditions of the original resolutions.

II. SOURCE AND AMOUNT OF FUNDING:

A. **Amount Expended / Budget Line-Item:** $25,082.00, Governor's Highway Safety Office Grant (Fund 535). Funds will be allocated for equipment, supplies and travel.
B. **All Costs (Direct/Indirect):** Direct costs are reflected on Exhibit A. No indirect costs are associated with this grant. All costs will be or have been reimbursed by the grant.
C. **Additional or Subsequent Obligations**: None

CONTRACT ITEMS:

Not applicable.

III. ADDITIONAL INFORMATION RELEVANT TO APPROVAL OF THIS ITEM:

This grant was previously approved by the Shelby County Board of Commissioners.

EXHIBIT A

SHELBY COUNTY SHERIFF'S OFFICE
GOVENOR'S HIGHWAY SAFETY OFFICE
JULY 1, 2008 - JUNE 30, 2009
FUND 535-620502

ACCT. NO.	ACCOUNT NAME	ORIGINAL BUDGET	PROPOSED ADJUSTMENTS	FY 09 ADJUSTMENT
4331	FEDERAL GRANTS THRU STATE	(315,663)	-	(315,663)
	TOTAL FEDERAL REVENUE	(315,663)	-	(315,663)
5102	SALARIES & LABOR	119,392	-	119,392
5111	SALARY & FRINGE REIMB	22,965	-	22,965
	TOTAL SALARIES & OVERTIME	142,357	-	142,357
5254	OVERTIME	16,953	-	16,953
	TOTAL OTHER COMPENSATION	16,953	-	16,953
5510	RETIREMENT SYSTEM CO A	8,357	-	8,357
5511	OPEB RETIREE INSURANCE	8,357	-	8,357
5516	MEDICARE COVERAGE (MQFE)	1,731	-	1,731
5520	GROUP LIFE INSURANCE	812	-	812
5543	CIGNA INSURANCE	20,016	-	20,016
5560	LONG TERM DISABILITY	1,910	-	1,910
5591	OJI EXPENSE	1,851	-	1,851
5592	UNEMPLOYMENT COMP	394	-	394
	TOTAL FRINGES	43,428	-	43,428
5635	LAPSE RESTRICTION	-	(25,082)	(25,082)
	TOTAL LAPSE RESTRICTION	-	(25,082)	(25,082)
6018	DECALS & LETTERING	-	4,400	4,400
6026	EXPENDABLE FURNITURE & EQUIP	-	1,000	1,000
6028	FOOD & FEED PURCHASES	-	-	-
6042	MATERIALS & SUPPLIES	59,025	13,562	72,587
6068	POSTAGE	500	-	500
	TOTAL SUPPLIES	59,525	18,962	78,487
6404	ADVERTISING	1,900	-	1,900

6419	EDUCATION & TRAINING EXP	-	1,200	1,200
6428	FREIGHT & STORAGE	1,100	-	1,100
6467	TRAVEL	11,400	3,500	14,900
	TOTAL SERVICES	14,400	4,700	19,100
6646	PROFESSIONAL FEES	34,500	-	34,500
	TOTAL PROF. & CONTRACTED	34,500	-	34,500
6771	COMMUNICATIONS SERVICES	4,000	-	4,000
	TOTAL RENT, UTILITIES & MAINT.	4,000	-	4,000
6852	PRINTING - INSIDE	500	1,420	1,920
	TOTAL O&M CONTRA EXPENDITURES	500	1,420	1,920
	TOTAL EXPENDITURES	315,663	-	315,663
	NET COST	-	-	-

CA09053

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4-Law Enforcement, Fire, Corrections & Court

For Commission Action on May 11, 2009

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY OFFICE OF PREPAREDNESS AND THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $149,000.00 FOR THE EMERGENCY MANAGEMENT AGENCY(EMA), EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM TO FURTHER STRENGTHEN EMA'S ABILITY TO SUPPORT EMERGENCY MANAGEMENT ACTIVITIES AND THIS ITEM REQUIRES THE ACCEPTANCE AND EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $149,000.00 AND AMENDING THE FY 2009 OPERATING BUDGET SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ 149,000.00 Federal thru State

Originating Department: **Office of Preparedness**

APPROVAL:

	(Print your name & phone #)	(Initials)	(Date)
Dept. Head:	Robert Nations, Jr. 901-515-2601	BN	04/24/09
Elected Official:			
Division Director:	Grace Hutchinson 901-545-4429		
CIP – A&F Director:			
Finance Dept.:	Mike Swift 901-545-4269	MSC	4/29/09
County Attorney:	Lisa Kelly	LK	4/26/09
CAO/Mayor:	James F. Huntzicker 901-545-4514		

4/29/09

SUMMARY SHEET

I. Description of Item:

A resolution approving a Contract and amending the FY 2009 operating budget in the amount of $149,000.00 to provide resources to assist local governments to sustain and enhance all-hazards emergency management capabilities. This grant is a pass through grant from the State of Tennessee to Shelby County Government to be expended by the Emergency Management Agency.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $149,000.00 for the provision of pass through funding from the Emergency Management Performance Grant.

III. Contract Items:

Grant Agreement between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County.

IV. Additional Relevant Information:

The Emergency Management Performance Grant (EMPG) is a contract with Shelby County Government but the funds are to be expended by the City of Memphis Emergency Management Agency (EMA) to further strengthen their ability to support emergency management activities.

Administration recommends approval of this Resolution

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

A RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY OFFICE OF PREPAREDNESS AND THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $149,000.00 FOR THE EMERGENCY MANAGEMENT AGENCY (EMA) EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM TO FURTHER STRENGTHEN EMA'S ABILITY TO SUPPORT EMERGENCY MANAGEMENT ACTIVITIES AND THIS ITEM REQUIRES THE ACCEPTANCE AND EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $149,000.00 AND AMENDING THE FY 2009 OPERATING BUDGET SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The EMPG provides resources to assist local governments to sustain and enhance all-hazards emergency management capabilities; and

WHEREAS, The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $149,000.00 for the provision of pass-through funding to the City of Memphis, Emergency Management Agency; and

WHEREAS, It is necessary to amend Shelby County's FY 2009 Operating Budget in the amount of $149,000.00 for these purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the grant agreement with the Military Department of Tennessee and Tennessee Emergency Management Agency in the amount of $149,000.00 is hereby approved.

BE IT FURTHER RESOLVED, That the FY 2009 Shelby County Operating Budget is hereby amended and funds appropriated per Exhibit A, which is attached hereto and incorporated hereinto by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute said grant agreement with the State of Tennessee, an executed copy of which shall be kept on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amount not to exceed $149,000.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, This Resolution shall take immediate effect the public welfare requiring it.

_____
A C Wharton, Jr.
COUNTY MAYOR

Date: _____

ATTEST:

_____
CLERK OF COUNTY COMMISSION

ADOPTED: _____

CA09 05

CONTRACT NO. CA _____

CONTRACT AND ENCUMBRANCE INFORMATION SHEET

AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Office of Preparedness
2. Preparer's Name, Telephone #, and E-Mail Address:
   Patrina Chambers 901-379-7019 patrina.chambers@shelbycountytn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   Emergency Management Performance Grant (EMPG)
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Memphis Emergency Management Agency
   P.O. Box 111249
   Memphis, TN 38111
   VENDOR NO. 22713
   EOC NO. _____
5. COST OF ITEM OR SERVICE REQUESTED: $149,000.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: _____
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   524-200309-6637
8. COMMODITY CODE:
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☐ Bid/RFP Process - # & Date _____
   b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description
    ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
      ☐ MALE ☐ FEMALE
    ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
      ANNUAL SALES DOES NOT EXCEED $3 MILLION
    ☐ N/A
11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

RECEIVED
2009 APR 29 AM 7:01
CONTRACTS ADMINISTRATION

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE 04/29/09

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE

EXHIBIT A
Shelby County Government
Budget Attachment
FY 2009

524-200306 FY 2009 Emergency Management Performance Grant

Account	Description	Current Budget	Adjustment	Adjusted Budget
	4331 Federal Grants Thru State	-	(149,000)	(149,000)
	6637 Outside Contracts	-	149,000	149,000
		-		-
		-	-	-

GG011609

CONTRACT COVER

(cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

RFS Tracking #	Edison Contract ID #
34101-05609	
Service Caption	**Delegated Authority Requisition ID #** (ONLY if applicable)
EMERGENCY MANAGEMENT PERFORMANCE GRANT 2009-EP-E9-0052.	DG-09-24430-00/0000000057
Grantee	**Grantee FEIN**
SHELBY COUNTY	☒ C- 626000841

Begin Date	End Date	Subrecipient or Vendor	CFDA #(s)
10/1/08	9/30/09	☒ Subrecipient ☐ Vendor	97.042

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		149,000.00			149,000.00
TOTAL:		149,000.00			149,000.00

— OCR Use —

Procuring Agency Contact & Telephone #

MARSHA CORNISH, NATIONAL GUARD ARMORY, 615-741-3018

Procuring Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)

Speed Code	Account Code
	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
SHELBY COUNTY

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Shelby County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).

A.3. Each Grant will incorporate the PW as a part of Attachment 2.

A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

a. this Contract document and all of its attachments and exhibits, excluding the following items incorporated by reference;

b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and

c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on October 1, 2008 and ending on September 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred forty-nine thousand and 00/100 ($ 149,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency
EMPG Program
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Military, Tennessee Emergency Management Agency;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and

(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a

minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which

reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Ellis, Director
East TN Region
803 N. Concord St.
Knoxville, TN 37919
gellis@tnema.org
Phone #: (865) 594-5650
FAX #: (865) 594-5668

Kelly Zadakaus, Director
Middle TN Region
3041 Sidco Drive
Nashville, TN 37204
kzadakaus@tnema.org
Phone #: (615) 741-7342
FAX #: (615) 741-0498

Jane Waldrop, Director
West TN Region
1510 R. E. Bailey Bypass
Jackson, TN 38302
jwaldrop@tnema.org
Phone #: (731) 422-3300
FAX #: (731) 423-6621

The Grantee:

The Honorable A C Wharton Jr., County Mayor
Shelby County
160 N. Main Street, Suite 850
Memphis, TN 38103
Email: acwharton@shelbycountytn.gov
Telephone #: (901) 545-4500
FAX #: (901) 545-4759

Point of Contact:

Bob Nations, Director
Shelby County Office of Preparedness
1075 Mullins Station Road
Room C-133
Memphis, TN 38134
Email: bob.nations@shelbycountytn.gov
Telephone #: (901) 379-7094
FAX #: (901) 379-7096

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E. 5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

E.6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the

State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Fund source, State grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered

into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.8. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.9. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.9.a.);

d. Notifying the employee in the statement required by paragraph (E.9.a.) that, as a condition of employment under the grant, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notifying the agency within ten days after receiving notice under subparagraph [E.9.d.(2)], from an employee or otherwise receiving actual notice of such conviction;

f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.9.d.(2)], with respect to any employee who is convicted.
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.9.a.), (E.9.b.), (E.9.c.), (E.9.d.), (E.9.e.), (E.9.f.), and (E.9.g.).

E.10. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.12. Compliance With National Incident Management System (NIMS).
The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) report or provide any Correction Action Plan report for items not meeting compliance. The report and any suspense dates are provided by NIMSCAST at http://www.fema.gov/nimscast/index.jsp. The compliance items are in the Resources box under Metrics/Legacy Assessment (pdf). The Grantee will use the current year and the NIMS Implementation Matrix for Tribal and Local Jurisdictions.

IN WITNESS WHEREOF,

SHELBY COUNTY:

GRANTEE SIGNATURE DATE

A C WHARTON JR., COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY:

GUS L. HARGETT, JR., MAJOR GENERAL, THE ADJUTANT GENERAL DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept of Military Civil Rights Title VI Officer

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

EMERGENCY MANAGEMENT PERFORMANCE GRANT 2009-EP-E9-0052 FOR SHELBY COUNTY

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 10/1/08, and ending 9/30/09.

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award [2]	149,000.00	149,000.00	298,000.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**149,000.00**	**149,000.00**	**298,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FY 2009 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	149,000.00
TOTAL	149,000.00

2009 Program Worksheet
Shelby County

Task/Program Elements	*Projected Quarter Completion*
EMAP STANDARD 3.1 – Program Administration, Plans & Evaluation	
• Develop a program worksheet which becomes a part of the EMPG contract.	1st Quarter
• Submit a quarterly report 10 days following the end of each quarter. This Report is to be all inclusive and give the actions taken during the reporting quarter on each Task/Program Element listed in the Program Worksheet. *Note* all actions projected to be completed in a later quarter should be addressed in each quarterly report. All actions not completed by projected quarter require a written explanation and new schedule completion date.*	Quarterly
• Complete an After Action Review/Exercise Evaluation Form on all exercises conducted by or participated in by EMA.	Within 10 days following each exercise
• Review program goals and objectives	1st quarter
• Revise BEOP and ESF	3rd quarter
EMAP STANDARD 3.2 – Program Coordinator	
• Submit a letter of appointment following every City/County Mayor election or the appointment of a new local EMA Director, empowered with the authority to execute the emergency management program for the covered jurisdiction.	On occurrence
• Program Coordinator or designee will attend quarterly director meetings	Quarterly
EMAP STANDARD 3.3 - Advisory Committee	
• Revitalize the EMA Advisory Committee and conduct quarterly meetings	Quarterly
• Submit copy of minutes from the Advisory Committee meetings	Quarterly
EMAP STANDARD 4.1 -	
• Submit staffing pattern to the regional office with a letter from County Mayor requesting funding for the next FFY (due end of June)	3rd Quarter
• Submit a copy of the county budget showing emergency management budget line. (Must show dollars spent on EM totals needed for the 50-50 match.)	4th Quarter
• Submit a funding certification form with supporting documentation to the regional office with the quarterly report. (funding certification can not be forwarded to Nashville without an approved quarterly report on file at the regional office)	Quarterly
• Insure all files relating to emergency management funding and activities are current and open for review.	Daily
EMAP STANDARD 4.2 – Laws and Authorities	
• Review the LEPC membership list with the County Mayor and submit a letter of appointment of the committee and the chairperson to the Regional Office by December 31. (If LEPC is an all hazards or includes mitigation this should be noted in the narrative of the appointment letter)	1st quarter
EMAP STANDARD 4.3 – Hazard Identification & Risk Assessment	
• Conduct an impact analysis to determine the impact of an earthquake (4.0 magnitude or greater) along the New Madrid Seismic zone.	3rd quarter
EMAP STANDARD 4.4 – Hazard Mitigation	
• Conduct meetings of the LEPC and /or All Hazard Mitigation Committee to review mitigation plan. Submit a copy of the minutes with the quarterly report.	Quarterly
EMAP STANDARD 4.5 – Prevention and Security	
▪ Continue being an active member of the Homeland Security District Council; attending meetings and insuring the county is meeting district goals and objectives	Quarterly

2009 Program Worksheet
Shelby County

EMAP STANDARD 4.6 – Planning	
• Develop COG and COOP plans • Review all plans required by EMAP requirements • Complete a strategic plan that meets EMAP requirement • Develop severe weather (tornados, freezing rain/ice, high heat indices, floods) annexes to the BEOP	1st quarter 3rd quarter 4th quarter 4th quarter
EMAP STANDARD 4.7 – Incident Management	
• All incident/mission are reported to the SEOC and/or regional office as soon as practical after the event. • All incident/mission status updates to SEOC are made in a timely manner. • Mission/incident activities are noted in the quarterly report. • All new NIMS requirements will be briefed to all appropriate departments	On occurrence On occurrence Quarterly On occurrence
EMAP STANDARD 4.8 – Resource Management and Logistics	
• Develop and maintain a list of vendors for resources • Complete the installation and activation of WEB EOC • Develop a tracking system for local distribution and accountability for goods, services, and resources	1st quarter 2nd quarter 2nd quarter
EMAP STANDARD 4.9 – Mutual Aid	
• Update intergovernmental, local and statewide mutual aid compact	4th quarter
EMAP STANDARD 4.10 – Communications and Warning	
• Conduct quarterly interoperable communication tests with local agencies, departments, TEMA regional EOC, and the state EOC • Test amateur interface on a quarterly basis • Develop a tactical communications interoperable plan (TCIP) • Maintain NAWAS as a 24hr warning point to be tested monthly	Quarterly Quarterly 4th quarter Quarterly
EMAP STANDARD 4.11 – Operations and Procedures	
• Conduct RADEF readings quarterly in 4 identified locations of the county and submit findings with quarterly report.	Quarterly
EMAP STANDARD 4.12 – Facilities	
• Identify a back up EOC	1st quarter
EMAP STANDARD 4.13 – Training	
• Maintain records on NIMS requirements and encourage all agencies to meet the require training. • Complete NIMSCAST • Each paid position complete 1 FEMA IS course or emergency management related training quarterly	Quarterly 4th quarter Quarterly
EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions	
• Participate in the annual LEPC exercise • Develop a local exercise and evaluation program • Participate in Severe weather awareness week drills	3rd quarter 4th quarter 2nd quarter
EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information	
• Incorporate the JIC into EOC operations • Develop pre-scripted information bulletins for each identified hazard • Conduct public information activities quarterly (health fair, churches, speaking engagements, neighborhood associations, etc.)	1st quarter 2nd quarter Quarterly

2009 Program Worksheet
Shelby County

Bob Nations Jr
Print EMA Director

Bob Nations
Signature

10/23/08
Date

Jane Waldrop
Print Regional Director

Jane Waldrop
Signature

10/23/08
Date Approved

CA092345

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4-Law Enforcement, Fire Corrections & Courts

For Commission Action on May 11, 2009

A RESOLUTION TO APPROVE THE TRANSFER OF THE WEATHER/EMERGENCY SIREN LOCATED ON THE NORTH SIDE OF DAVIES PLANTATION ROAD, EAST OF THE INTERSECTION OF DAVIES PLANTATION ROAD AND ST. PHILIP DRIVE, TO THE CITY OF BARTLETT, WITHOUT MONETARY CONSIDERATION, FOR ITS CONTINUED USE, OPERATION AND MAINTENACE SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

__X__ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Office of Preparedness**

APPROVAL:

	(Print your name & phone #)	(Initials)	(Date)
Dept. Head:	Robert Nations, Jr. 901-515-2601	BN	04/26/09
Elected Official:			
Division Director:	Grace Hutchinson 901-545-4429		
CIP – A&F Director:			
Finance Dept.:	Mike Swift 901-545-4269 WRichards 4/29/09	MAS	4/29/09
County Attorney:	Lisa Kelly 901-545-4363	LK	4/28/09
CAO/Mayor:	James F. Huntzicker 901-545-4514		

SUMMARY SHEET

I. Description of Item:

Shelby County Government wishes to transfer a weather/emergency siren to the City of Bartlett without any monetary compensation, along with all obligations, duties, responsibilities and liabilities associated.

II. Source and Amount of Funding:

N/A

III. Contract Items:

Type of Contract – Inter-Local Agreement relating to Shelby County's transfer of the weather/emergency siren

IV. Additional Relevant Information:

The general public would best be served having this weather/emergency siren subject to the same testing schedule as other similar sirens within the community. It is deemed to be in the best interest of Shelby County to transfer the ownership, operation and maintenance of said weather/emergency siren, along with the obligations, duties and responsibilities associated therewith to the City of Bartlett, without monetary consideration.

Administration recommends approval of this resolution

ITEM #:_____ Prepared by: Patrina Chambers

Commissioner: _____ Approved by: Lisa Kelley
County Attorney

RESOLUTION TO APPROVE THE TRANSFER OF THE WEATHER /EMERGENCY SIREN LOCATED ON THE NORTH SIDE OF DAVIES PLANTATION ROAD, EAST OF THE INTERSECTION OF DAVIES PLANTATION ROAD AND ST. PHILIP DRIVE, TO THE CITY OF BARTLETT, WITHOUT MONETARY CONSIDERATION, FOR ITS CONTINUED USE, OPERATION AND MAINTENANCE. SPONSORED BY COMMISSIONER.

WHEREAS, By Ordinance 05-11, adopted on October 25, 2005, the City of Bartlett annexed a 970 acre tract of land which includes the Plantation Estates-Davieshire Subdivision, the Davies Manor properties and Brunswick Road from Ellis Road, South to Hillman Way; and

WHEREAS, Shelby County Government had previously installed a weather/emergency siren on the north side of Davies Plantation Road, east of the intersection of Davies Plantation Road and St. Philip Drive, which siren lies within the 970 acre tract of land which was annexed by the City of Bartlett; and

WHEREAS, The weather/emergency siren has been affixed to the land in a way that would create a permanent fixture to the real property which has been annexed by the City of Bartlett; and

WHEREAS, The City of Bartlett wishes to synchronize the weekly testing of the aforementioned siren with the weekly testing of the other weather/emergency sirens owned and maintained by the City of Bartlett; and

WHEREAS, Shelby County Government, which conducts weekly testing of weather/ emergency sirens on a different schedule, wishes to transfer ownership of the aforementioned weather/emergency siren to the City of Bartlett, along with all obligations, duties, responsibilities and liabilities associated therewith, for the continued operation, maintenance and use of said siren; and

WHEREAS, The City of Bartlett has agreed to take over the ownership, operation and maintenance of said weather/emergency siren, along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, The general public would best be served having this weather/emergency siren subject to the same testing schedule as other similar sirens within the community. It is deemed to be in the best interest of Shelby County to transfer the ownership, operation and maintenance of said weather/emergency siren, along with the obligations, duties and responsibilities associated therewith to the City of Bartlett, without monetary consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforedescribed transfer of ownership, operation and maintenance of the weather/emergency siren located on the north side of Davies Plantation Road, east of the intersection of Davies Plantation Road and St. Philip Drive, along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Bartlett, without monetary consideration.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to the intents of this resolution, executed copies of which documents shall be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

INTER-LOCAL AGREEMENT RELATING TO SHELBY COUNTY'S TRANSFER OF THE WEATHER/EMERGENCY SIREN ON THE NORTH SIDE OF DAVIES PLANTATION ROAD, EAST OF THE INTERSECTION OF DAVIES PLANTATION ROAD AND ST. PHILIP DRIVE, TO THE CITY OF BARTLETT

THIS INTER-LOCAL AGREEMENT relating to Shelby County's transfer of the weather/emergency siren at the north side of Davies Plantation Road, east of the intersection of Davies Plantation Road and St. Philip Drive, to the City of Bartlett (the "Agreement"), dated this ___ day of _____, 2009, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee (the "County"), and the City of Bartlett, Tennessee, a Municipal Corporation of the State of Tennessee (the "City").

WHEREAS, By Ordinance 05-11, adopted on October 25, 2005, the City of Bartlett annexed a 970 acre tract of land which includes the Plantation Estates-Davieshire Subdivision, the Davies Manor properties and Brunswick Road from Ellis Road, South to Hillman Way; and

WHEREAS, Shelby County Government had previously installed a weather/emergency siren on the north side of Davies Plantation Road, east of the intersection of Davies Plantation Road and St. Philip Drive, which siren lies within the 970 acre tract of land which was annexed by the City of Bartlett; and

WHEREAS, The weather/emergency siren has been affixed to the land in a way that would create a permanent fixture to the real property which has been annexed by the City of Bartlett; and

WHEREAS, The City of Bartlett wishes to synchronize the weekly testing of the aforementioned siren with the weekly testing of the other weather/emergency sirens owned and maintained by the City of Bartlett; and

WHEREAS, Shelby County Government, which conducts weekly testing of weather/ emergency sirens on a different schedule, wishes to transfer ownership of the aforementioned weather/emergency siren to the City of Bartlett, without monetary compensation, along with all obligations, duties, responsibilities and liabilities associated therewith, for the continued operation, maintenance and use of said siren; and

WHEREAS, The City of Bartlett has agreed to take over the ownership, operation and maintenance of said weather/emergency siren, along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, The general public would best be served having this weather/emergency siren subject to the same testing schedule as other similar sirens within the community. It is deemed to be in the best interest of Shelby County to transfer the ownership, operation and maintenance of said weather/emergency siren, along with the obligations, duties and responsibilities associated therewith to the City of Bartlett, without monetary consideration.

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

1. The County hereby conveys, grants, transfers and confirms unto the City the above-referenced weather/emergency siren in its present condition, AS IS, WHERE IS and WITH ALL FAULTS. The City accepts the weather/emergency siren accordingly. The County makes no warranties or representations, express or implied, or arising by operation of law whatsoever in respect to the weather/emergency siren. Furthermore, the City hereby fully releases the County, its officers, agents and employees, from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any construction or installation defects, errors, omissions, or other conditions affecting the weather/emergency siren.

2. As of the date of this Agreement, the City shall become liable, obligated and responsible for and shall otherwise pay for the maintenance, repair, operation and all other economic burdens of, pertaining to and associated with the weather/emergency siren. Should any further document be necessary to effect the transfer of the aforesaid weather/emergency siren, the parties agree to execute such document upon request.

3. This Agreement shall be deemed drafted by both parties equally.

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

CITY OF BARTLETT, TENNESSEE

By: _____
A. Keith McDonald, Mayor

Approved as to Form:

By: _____
City Attorney

SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr. County Mayor

Approved as to Form:

By: _____
Assistant County Attorney

ITEM#_____ **PREPARED BY:** Lois Riseling

APPROVED BY: Christy L. Kinard
Assistant County Attorney

RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF CHARLES A. WOOD FOR REAPPOINTMENT TO THE MUNICIPAL SOLID WASTE REGION BOARD. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Pursuant to the rules and regulations governing the members of the Municipal Solid Waste Region Board, in written correspondence to the Chairman of the Shelby County Board of Commissioners dated April 9, 2009, the County Mayor nominated Charles A. Wood for reappointment to the board; and

WHEREAS, The ratification and approval by the Shelby County Board of Commissioners is required; and

WHEREAS, The members of the Municipal Solid Waste Region Board are appointed for a term of six (6) years upon approval by the Shelby County Board of Commissioners or until the appointment of their successors; and

WHEREAS, The term of service for which Charles A. Wood should be reappointed will begin May 31, 2009, expiring May 31, 2015, for a term of six (6) years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the reappointment of Charles A. Wood to the Municipal Solid Waste Region Board for the term listed above is with this Resolution confirmed by the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk, County Commission

ADOPTED _____

Shelby County Government

A C Wharton, Jr.
Mayor

April 9, 2009

The Honorable Deidre Malone
Chairman, Shelby County Board of Commissioners
160 North Main, Suite 450
Memphis, Tennessee 38103

Dear Chairman Malone:

Pursuant to the rules and regulations governing the Municipal Solid Waste Region Board, I hereby nominate Charles A. Wood for reappointment to the above-mentioned board. Term of Service shall begin May 31, 2009 expiring May 31, 2015

For your use, biographical information is attached and approval of the Board of Commissioners will be appreciated.

Sincerely,

A C Wharton, Jr.
Mayor

ACW/lar

Enclosure

160 North Main Street, Suite 850 ✦ Memphis, TN 38103 ✦ 901-545-4500 ✦ Fax 901-545-4759

SUMMARY

I. Description of Item

This resolution reappoints Charles Wood to the Municipal Solid Waste Region Board.

II. Source and Amount of Funding

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

The Municipal Solid Waste Region Board members are appointed for a term of six years. This will be the second term for Charles Wood.

Board Members

Appointments	Resolution Date	Expire Date	Member Since	Race	Term
Municipal Solid Waste Region Board					
Mr. Ronne' Adkins	03/13/2006	03/31/2011	08/22/2003	BM	6
Mr. Charles Wood	03/13/2006	05/31/2009	03/13/2006		6

Riseling, Lois

From: Williams, Lisa
Sent: Tuesday, April 07, 2009 4:20 PM
To: Riseling, Lois
Subject: RE: Attendance Record for Charles Wood to Municipal Solid Waste Region Board

Municipal Solid Waste Board Meetings - 2 in the past 12 months. Charles attended both.

TDEC Solid Waste Reduction Task Force - 12 meetings in a 9 month period in Nashville & Murfreesboro. Charles attended all meetings.

Thanks,

Lisa Williams
901.379.4430

From: Riseling, Lois
Sent: Tuesday, April 07, 2009 4:01 PM
To: Williams, Lisa
Subject: Attendance Record for Charles Wood to Municipal Solid Waste Region Board

Lisa,

Could you please e-mail me Charles Wood's attendance record for the past year? Thanks.

Lois Riseling
Chief Executive Secretary
(901) 545-4666

Municipal Solid Waste
Board/Commission

Public Works
Division of County Government

Name: Charles Arthur Wood

Date of Birth: 10/24/1939 Race Caucasian M ✓ F ____

Business Name: Shelby County Govt.

Business Address: 6449 Haley Rd Zip: 38134 Phone 379-4413

E-mail Charles.wood@shelbycountytngov Fax 379-4417

Education: 2 years College - See Resume / Professional Develop.

Name of Spouse: Charlotte L. Wood Number of Children 2

Home Address: 10694 Memphis Arlington Rd. 38002 Phone 901-867-3649

Resident of Shelby County 51 years.

Have you ever been convicted of a felony? Yes ____ No ✓
I give authorization to Shelby County Government to request that the Shelby County Sheriff's Department perform a background check. Yes ✓ No ____

I also understand that other sources including the official state websites listing sexual predators and a check of outstanding balances owed to departments and offices of county government may be performed.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

N/A

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

N/A

Charles Arthur Wood
Signature

April 7, 2009
Date

(For Office Use Only)
Attendance Record (if applicable)
No. of Meetings ____ No. Attend ____ No. Absent ____
Disposition:
Approval ____ Resolution ____ Item # ____

NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS, AUTHORITIES OR COMMISSIONS

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private county, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are discriminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

1 N/A
2
3
4
5
6
7
8

List below any of the aforementioned clubs of which you belong that do not have female members.

1 N/A
2
3
4

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 N/A
2
3
4

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below: N/A
Yes ~~No~~

Submitted: Charles Arthur Wood
(Print Name)

Signature: Charles Arthur Wood

Date: April 7, 2009

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. **NAME**

   Charles Arthur Wood

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

Charles Arthur Wood
Signature

April 7, 2009
Date

Charles Arthur Wood
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

CHARLES WOOD
10694 MEMPHIS ARLINGTON ROAD
ARLINGTON, TN 38002
(901) 867-3649

OBJECTIVE:

To achieve a higher-level management position that will utilize my skills of organizing, planning and directing of daily operations and various special projects required of the department.

PROFESSIONAL PROFILE:

Professional supervisory/management skills with over 40 years experience and excel in ability to manage personnel in order to meet project deadlines. Possess an extensive knowledge of budget planning and oriented for cost effective operations resulting in savings. Grew a family-owned business from $225,000 to over $5,000,000 annually. Demonstrates a thorough understanding of policies and procedures in conveying to staff to insure successful project completion in a timely manner.

SUMMARY OF QUALIFICATIONS:

Direct supervision of approximately 40 employees and indirect supervision of 35 employees, that is inclusive of all human resource/personnel duties from promotion recommendations to disciplinary action and termination of assigned personnel. Supervise and compile documents related to the Road Department Right-Of-Way Maintenance section within the limits of proposed budget and projected goals.

EXPERIENCE:

SHELBY COUNTY GOVERNMENT
Roads and Bridges

2004-Present **Deputy Administrator**

Works under limited administrative direction in support of the administrator to assist in planning, directing, organizing and controlling the activities of the department. Confers and advises staff on administrative policies and procedures, technical problems, priorities and methods, and responsible for the direction of the function to insure that the activities assigned are completed in an effective manner. Review and evaluate management staff and prepares performance reports. Assist in directing a large department with a wide range of functional work activities which include high policy and cost impact. Supervise and coordinate the development of the department's budget. Contacts include Elected Officials, executives and administrative departments within and outside Shelby County Government.

Solid Waste, Landfill, Public Utilities and Litter Abatement

1998-2004 **Supervisor**

Responsible for the planning, organizing, budgeting and implementing of the Solid Waste Management Program to conform to the Tennessee Department of Environment and Conservation's standards as well as Shelby County's Solid Waste Reduction requirements.

Landfill maintenance including drainage requirements and vegetation control. During my tenure of this program Shelby County has continuously been the leader as Solid Waste Collection Agency throughout the State of Tennessee monthly and annually. Development and implementing an effective and efficient Litter/Solid Waste Collection Program for all Shelby County roads and Right-of-Ways. Investigate and resolve citizen complaints daily. Coordinate work with other county departments, municipalities, and agencies. Met all State and Federal EPA mandates in accordance with required drainage and sinking areas to prevent standing water problems on the topside of two landfills. Interpret engineering blueprint and drawings in order to meet above-mentioned mandates. Train, assist and evaluate work performance for all subordinate employees.

Arlington Oil Company

1972-1994 **Owner**

Owner of an oil jobbership that sold and distributed petroleum products and tires throughout five counties in West Tennessee. Inclusive were retail outlets, commercial, farm and industrial customers. Installation of petroleum tanks and related facilities such as asphalt, concrete and building construction. All were completed in accordance to specific drawings and blueprints furnished by Union Oil Company of California (76). Responsible for all aspects of management of family owned business growing from $225,000 to over $5,000,000 annually. Responsible for proper disposal of hazardous solid waste materials as mandated by State and Federal EPA guidelines.

EDUCATION:

University of Memphis – Memphis, TN
Completed 35 semester hours toward a BA in Business management – Administration & Marketing

PROFESSIONAL DEVELOPMENT:

Corporate and Managerial Procedures, Products and Legal Training, Corporate Construction Technology / Sales and Service, EPA Solid Waste Management Rules and Regulations, Pathway to High Performance (Parts I, II & III), Supervisor/Manager – Pathway to High Performance (Parts I, II, III & IV), Diversity Training, Supervisor Training – Alcohol/Drug Testing (CDL Drivers), Personnel Policies – Family Medical and Sick Leave, Applied Rick Management, Personnel Law Management Update, Discipline and Discharge/Grievance Procedures, Retirement and Compensation Training, Total Quality Management Training, Evaluation and Performance Appraisal System, Ethical Conduct Training, Sexual Harassment, Inmate Training (annually), Enlightened Leadership Training, Mastering the Performance Appraisal System, Diverse/Multicultural Training, Road Cuts and Slope Maintenance (Savannah, TN) and On the Job Injury Training.

ITEM LANGUAGE: RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF CHARLES A. WOOD FOR REAPPOINTMENT TO THE MUNICIPAL SOLID WASTE REGION BOARD. SPONSORED BY COMMISSIONER JOE FORD.
ITEM ID: 651

==========

STEP: Originator
DATE: 4/14/2009
ORIGINATOR: lois.riseling Phone Number:545-4666
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/14/2009
APPROVER: grace.hutchinson Phone Number:545-4429
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/15/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/15/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/15/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/15/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/15/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/15/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Shelby County Government

A C Wharton, Jr.
Mayor

April 13, 2009

The Honorable Deidre Malone
Chairman, Shelby County Board of Commissioners
160 North Main, Suite 450
Memphis, Tennessee 38103

Dear Chairman Malone:

Pursuant to the rules and regulations governing the Shelby County Work Release Board, I hereby nominate Pearl Lurry, Vance Miller, and LaFrederick Self for reappointment to the above-mentioned board. Term of Service for Pearl Lurry and Vance Miller should be retroactive to July 11, 2008, expiring July11, 2012. Term of service for LaFrederick Self should be retroactive to December 9, 2008, expiring December 9, 2012.

For your use, biographical information is attached and approval of the Board of Commissioners will be appreciated.

Sincerely,

A C Wharton, Jr.
Mayor

ACW/lar

Enclosure

SUMMARY

I. Description of Item

This resolution reappoints three members to the Shelby County Work Release Board.

II. Source and Amount of Funding

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

Members of the Shelby County Conservation Board are appointed for terms of four (4) years each. Pearl Lurry has been a member since 6/17/2002; Vance Miller has been a member since 7/11/2006; and LaFrederick Self has been a member since 2/06/2006.

Board Members

Appointments	Resolution Date	Expire Date	Member Since	Race	Term
S/C Work Release Board					
Vacancy		01/01/1000			4
Vacancy		01/01/1000			4
Vacancy		01/01/1000			4
Ms. Oretha Anderson	03/31/2008	07/11/2008	03/31/2008		4
Ms. Nadie Kinnard	11/06/2006	07/26/2007	07/26/1999		4
Mr. Richard Lee	03/31/2008	07/26/2010	03/31/2008		4
Pastor Pearl Lurry	11/06/2006	07/11/2008	06/17/2002		4
Mr. Vance Miller	11/06/2006	07/11/2008	07/11/2006		4
Mr. LaFrederick Self	11/06/2006	12/09/2008	02/06/2006		4
Reverend Joseph Simmons					4
Mr. Tom Webb	03/31/2008	07/26/2011	03/31/2008		4
Ms. Linda White	03/31/2008	12/09/2008	06/17/2002		4

WORK RELEASE BOARD ATTENDANCE RECORD
JANUARY 2008 THRU PRESENT

Vance Miller	Pearl Lurry	LaFrederick Self
01-23-08	01-09-08	01-09-08
04-02-08	02-20-08	02-06-08
04-30-08	04-16-08	03-05-08
07-09-08	05-14-08	04-02-08
08-06-08	07-23-08	05-14-08
11-05-08	09-24-08	06-11-08
	10-08-08	08-06-08
	03-18-09	09-10-08
	04-01-09	04-01-09

Board/Commission

Division of County Government

Name: VANCE MILLER

Date of Birth: 10-4-39 Race CAUCASION M X F

Business Name: RETIRED

Business Address: N/A Zip: Phone

E-mail N/A Fax 901-377-2005

Education: 14 YEARS

Name of Spouse: DIANNE Number of Children 1

Home Address: 9220 FLETCHER TRACE PKWY Zip 38002 Phone 377-1838
LAKELAND, TN.

Resident of Shelby County 44 years.

Have you ever been convicted of a felony? Yes ____ No X
I give authorization to Shelby County Government to request that the Shelby County Sheriff's Department perform a background check. Yes X No ____

I also understand that other sources including the official state websites listing sexual predators and a check of outstanding balances owed to departments and offices of county government may be performed.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

NONE

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

NONE

Vance Miller
Signature

3/7/09
Date

(For Office Use Only)
Attendance Record (if applicable)
No. of Meetings ____ No. Attend ____ No. Absent ____
Disposition:
Approval ____ Resolution ____ Item # ____

NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS, AUTHORITIES OR COMMISSIONS

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private county, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are disciminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

1 _____
2 _____
3 _____
4 NONE
5 _____
6 _____
7 _____
8 _____

List below any of the aforementioned clubs of which you belong that do not have female members.

1 _____
2 _____
3 NONE
4 _____

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 _____
2 NONE
3 _____
4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:
Yes No

Submitted: VANCE MILLER
(Print Name)

Signature: Vance Miller

Date: 3/7/09

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

   NONE

2. DATE OF GRATUITY

   N/A

3. NATURE AND PURPOSE OF THE GRATUITY

   N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

   N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Vance Miller
Signature

3/7/09
Date

VANCE MILLER
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Vance A. Miller
9220 Fletcher Trace Pkwy.
Lakeland, TN.
(901-377-1838)

Resume

1979-2004

American Honda Motor Co.
Power Equipment Division
National Headquarters
Alpharetta, GA.
National Accounts Representative
(Retired from this position
January, 2004)

I was responsible for sales of Honda Power Equipment products to over 250 Home Depot stores on the East coast of the United States. Annual sales to these stores was in excess of $50,000,000 per year.

1972-1979

District Sales Manager
National Credit Corporation
ITT Diversified Credit Corporation
Memphis, TN.

I was responsible for new business development, which included calling on manufacturers, distributors, and dealers selling our program of floor-plan financing.

Having been in this position for several years, I had become familiar with many major appliance dealers within a 200-mile radius of Memphis. Between 1977 and 1978, my efforts as District Sales Manager resulted in approximately $3,000,000 worth of new business for our branch.

1969-1972

Branch Manager
Appliance Buyers Credit Corporation
Memphis, TN.

During this period, I was promoted from District Field Representative To Branch Manager. My responsibilities included development of new floor-planning business from appliance dealers within a 100-mile radius of Memphis, making regular reports to top management, and supervising a staff of 3.

1068-1969

District Salesman
Sweda International
Memphis, TN.

As a District Salesman, I gained valuable experience in the field of sales and maintained customer liaison by sales calls, written communications, and phone calls.

1966-1968 Credit Manager
Tri-State Mack
Memphis, TN.

As Credit Manager, I was responsible for checking credit references for perspective buyers, completing contracts on all truck sales, and maintaining all contract sales accounts.

1964-1966 Sales Representative
Westinghouse Credit Corporation
Memphis, TN.

As Sales Representative, my duties were contacting past-due accounts and making collections on said accounts and checking inventories of retail appliance dealers who were using our floor-planning program.

1963-1964 Salesman
Metropolitan Life Insurance Co.
Memphis, TN.

As a salesman, I was responsible for making sales calls and collecting a debit. My experience in this job enhanced my knowledge of sales techniques and communication skills.

Education

College: Southern Illinois University
Carbondale, IL.
2 years

High School: Cairo High School
Cairo, IL.
1954-1957

Service Record

1959-1961 United States Army
Honorable Discharge as Sp.-4
Medic
Good Conduct Medal

Board/Commission

Division of County Government

Name: Pastor Pearl L. Lurry

Date of Birth: 10-22-46 Race Afro American M ____ F X

Business Name: Vision Temple Ecumenical Church & Outreach Min. INC.

Business Address: 3415 Chapel Zip: 38128 Phone 901-937-8804

E-mail ____ Fax ____

Education: 16 yrs (Plus)

Name of Spouse: N/A Number of Children 2

Home Address: 2147 Stovall Zip 38108 Phone 901-272-3847

Resident of Shelby County Life years.

Have you ever been convicted of a felony? Yes ____ No X

I give authorization to Shelby County Government to request that the Shelby County Sheriff's Department perform a background check. Yes X No ____

I also understand that other sources including the official state websites listing sexual predators and a check of outstanding balances owed to departments and offices of county government may be performed.

YES

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

N/A

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

N/A

Signature

3/23 09

Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings ____ No. Attend ____ No. Absent ____

Disposition:

Approval ____ Resolution ____ Item # ____

NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS, AUTHORITIES OR COMMISSIONS

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Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

1 Church Health Center
2
3
4
5
6
7
8

List below any of the aforementioned clubs of which you belong that do not have female members.

1 N/A
2
3
4

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 N/A
2
3
4

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:
Yes (No)

Submitted: Pearl L. Lurry
(Print Name)

Signature:

Date: 3/23/09

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

N/A

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

_____

2. DATE OF GRATUITY

_____

3. NATURE AND PURPOSE OF THE GRATUITY

_____

_____

_____

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

_____

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

_____

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

_____

_____

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Date 3/23 09

Pearl L. Curry

Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Pearl L. Lurry
901-272-3847
901-859-2823

Education:

Graduate of Booker T. Washington High School
American Theological Seminary
Brewster Bible College
Shelby State Community College
Christian Brothers University

Employemnt History:

Present: Full-time Pastor/Counselor
Vision Temple Ecumenical-Church

Working and Seminar Facilitator
Personal and Private Counseling

Past: Retired 34 years of service
Shelby County Government
Shelby County Mayor's Office
Right of Way & Real Estate
Pre-Trial Services
Shelby County Corrections

Past Pastoral Charge:

7 years of service
African Methodist Episcopal Church
St. Paul A.M.E. Church (Benjestown Road)

Affiliations:

Present: Shelby County Interfaith
Hyde Park Neighborhood Group
Youth & Senior Citizen Sponsor
Board Member for Census Tract 61 Neighborhood Council
Work Release Board-Shelby County Corrections

Past: Advisory Board Member Tech High School
Dean A.M.E. Ministeral Alliance
Dean American Theological Seminary (extension)
Nashville, TN

Board/Commission

Division of County Government

Name: LaFredericko Self

Date of Birth: 04-12-58 Race Black M ✓ F

Business Name: Pastor LaFredericko Self

Business Address: 4697 Queens Lace CT Zip: 38118 Phone 901-550-9777

E-mail pastorlfself7@aol.com Fax 901795-9789

Education: Bachelors of Biblical Studies

Name of Spouse: Sally L. Self Number of Children 0

Home Address: 4697 Queens Lace CT Zip 38118 Phone 901795-9789

Resident of Shelby County 50 years.

Have you ever been convicted of a felony? Yes ____ No ✓
I give authorization to Shelby County Government to request that the Shelby County Sheriff's Department perform a background check. Yes ✓ No ____

I also understand that other sources including the official state websites listing sexual predators and a check of outstanding balances owed to departments and offices of county government may be performed.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

N/A

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

N/A

Signature

04-01-09
Date

(For Office Use Only)
Attendance Record (if applicable)
No. of Meetings_____ No. Attend_____ No. Absent_____
Disposition:
Approval_____ Resolution_____ Item #_____

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Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

1 N/A
2
3
4
5
6
7
8

List below any of the aforementioned clubs of which you belong that do not have female members.

1 N/A
2
3
4

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 N/A
2
3
4

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:
Yes No

Submitted: LaFrederick Self
(Print Name)

Signature: LaFrederick Self

Date: 04-01-09

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission N/A

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

_____

2. DATE OF GRATUITY

_____

3. NATURE AND PURPOSE OF THE GRATUITY

_____

_____

_____

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

_____

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

_____

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

_____

_____

N/A

7. DESCRIPTION OF THE GRATUITY

_____

_____

_____

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

_____

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

LaFrederick Self
Signature

04-01-09
Date

LaFrederick Self
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

LaFrederick Self

4697 Queens Lace Court*Memphis, Tennessee 38118
Telephone(901-795-9789) * Cell(901-550-9777)

Objective

My goal is to, by the guidance of God, implement programs for the whole church and an outreach program to draw men and women,that the devil has influenced by drus, gangs and a life of crime and to influence them with the word of God and get them involved in the work of God in our church and community

Education

Crowley Ridge VoTech Forrest City, Arkansas Jan.1994-Apr.1994
Major: Truck Driving

Crichton Bible College Memphis, Tennessee Feb. 1986-May 1987

Memphis State University Memphis, Tennessee Sept.1975-Jan. 1981
Major: Music Education

Overton High School Memphis, Tennessee Sept.1973-May 1975

Professional Experience

Owens & Minor Memphis, Tennessee Oct.1996-Aug.2000

Driver: Loaded and unloaded trailers in a safe and efficient manner; operate forklift.

Consolidated Freightway Memphis, Tennessee Oct.1992-Oct.1996
Casual Dockman: Loaded and unloaded trailers in a safe and efficient manner; operate forklift.

The Commercial Appeal Memphis,Tennessee Aug.1992-Oct.1992
Driver: Pick up and deliver bulk papers to locations for carriers to pick up.

Metropolitan Inter-Faith Association Memphis,Tennessee May 1988-July 1992
Transit Operations Manager: Responsible for recruiting, training and supervising driver; plan and develop improvement in transportation services.

Federal Express Memphis,Tennessee Mar.1986-Aug. 1988
Checker: Check and load freight onto aircraft; operate cargomatic and other ground support equipment.

Roadway Trucking Company Memphis, Tennessee Apr.1987-Nov.1988
Casual Dockman: Loaded and unloaded freight in a safe and efficient manner; operate forklift.

United States Navy Sept.1981-Sept.1985
Aviation Fuel Dispatcher: Honorable Discharge: Supervise and coordinate activities of workers engaged in receiving,storing and pumping fuel through pipelines. Worked in flight tower as a dispatch operator in connection with land support technician, emergency vehicles and communications with pilots.

Porter-Leath Children's Center Memphis,Tn June 2004-Spet.2006

Foster Parent: Completed Porter Leath Foster Parent Pathways class Sept. 2004. In this class I learned how to be an effective and caring Foster Parent and the different classes of children in the program and how to give efficient foster care for these children.

I wanted to mentor and have a positive affect on children that needed love, guidance and spiritual enlightment.

I was a Foster parent for 3 children, 2 boys ages 17 and 1 girl age 13.

Spiritual History:

I was born in the church. My mother was a supertindent of the Sunday School and my father was a deacon. I accepted Christ as my Savior at the age of seven. I was intensely involved in Sunday School and Baptist Training Union, Bible studies and seminars. I was a member of Norris Baptist Church, pastored by Reverend Sydney Vesely from the age of seven until I graduated from high school and went to college. About five months later, I joined Bountiful Blessing Deliverance Temple, pastored by Bishop G.E. Patterson, where I was a member from 1976 until 1988, when the spirit led me to Lake Grove Baptist Church. I served in the capacity as Assistance Pastor, preaching every first and third Sunday until 1989.

In addition to attending Crichton Bible College, I have also attended countless numbers of spirit-filled seminars and revivals. I have conducted a Bible Class aboard the USS Saratoga CV-60 for two years while in the United States Navy. I played drums for the Bogard Brothers Gospel Group off and on form 1972.

I was licensed to preach in 1983 by Bishop G.E.Patterson and was ordained in September 1988.

Spiritual Experience:

Mt. Pleasant Baptist Church — Api.1998-Dec.1998
Assistance Pastor

Mt. Pleasant Baptist Church — Jan. 1999- Nov. 1999
Pastor

Great Ebenezer Baptist Church
I organized Great Ebenezer November 1999-Present

Union Hill Baptist Church — June 2000-Dec. 2000
Pastor

We now have a Television Ministry, on Time Warner Cable, each Wednesday on Channel 17, at 10:30 a.m., that reach out in the Tri-State area for those who are unable to attend church(nursing homes, prisons, etc,); also to inspire those who have fallen by the way-side and to encourage those who are discouraged.

ITEM#_____ **PREPARED BY:** Lois Riseling

APPROVED BY: Christy L. Kinard
Assistant County Attorney

RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF PEARL LURRY, VANCE MILLER AND LAFREDERICK SELF FOR REAPPOINTMENT TO THE SHELBY COUNTY WORK RELEASE BOARD. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Pursuant to the rules and regulations governing the members of the Shelby County Work Release Board, in written correspondence to the Chairman of the Shelby County Board of Commissioners dated April 13, 2009, the County Mayor nominated Pearl Lurry, Vance Miller and LaFrederick Self for reappointment to the board; and

WHEREAS, The ratification and approval by the Shelby County Board of Commissioners is required; and

WHEREAS, The members of the Shelby County Shelby County Work Release Board are appointed for a term of four (4) years upon approval by the Shelby County Board of Commissioners or until the appointment of their successors; and

WHEREAS, The term of service for Pearl Lurry and Vance Miller should be retroactive to July 11, 2008, expiring July 11, 2012, for a term of four (4) years.

WHEREAS, The term of service for LaFrederick Self should be retroactive to December 9, 2008, expiring December 9, 2012, for a term of four (4) years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the reappointment of Pearl Lurry, Vance Miller, and LaFrederick Self to the Shelby County Work Release Board for the terms listed above are with this Resolution confirmed by the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk, County Commission

ADOPTED _____

ITEM LANGUAGE: RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF PEARL LURRY, VANCE MILLER AND LAFREDERICK SELF FOR REAPPOINTMENT TO THE SHELBY COUNTY WORK RELEASE BOARD. SPONSORED BY COMMISSIONER JOE FORD.
ITEM ID: 653

==========

STEP: Originator
DATE: 4/15/2009
ORIGINATOR: lois.riseling Phone Number:545-4666
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/15/2009
APPROVER: grace.hutchinson Phone Number:545-4429
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/16/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/16/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/16/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/16/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/16/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/16/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SUMMARY SHEET

I. DESCRIPTION OF ITEM

Adoption of this ordinance will amend Sections 12.5-51 to 12.5-63 of the Shelby County Code of Ordinances wherein the Shelby County Code of Ethics is codified. Exhibit "A" to the resolution is a redline version which sets forth the recommended revisions, deletions, and additions to Sections 12.5-51 to 12.5-63. Once approved, the redline will be removed from the final version and provided to the publisher for the purpose of amending the Code.

II. SOURCE AND AMOUNT OF FUNDING

Not applicable.

III. CONTRACT ITEMS

Not applicable.

IV. ADDITIONAL INFORMATION RELEVANT TO APPROVAL OF THIS ITEM

Not applicable.

Item _____

Prepared by: Christy L. Kinard
Assistant County Attorney

Approved by: Danny A. Presley
Deputy County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12.5, ARTICLE II, SECTIONS 12.5-51 TO 12.5-63, ENTITLED "CODE OF ETHICS." SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, pursuant to state law, the Shelby County Board of Commissioners adopted Ordinance No. 330 on June 24, 2007, establishing a Code of Ethics, Rules 1 through 13, applicable to all county elected officials and employees; appointees to boards, commissions, and authorities; members and employees of the county election commission; members of the county school board; and employees of the county school district effective July 1, 2007; and

WHEREAS, the Code of Ethics is codified in the Shelby County Code of Ordinances in Chapter 12.5, Article II, Sections 12.5-51 through 12.5-63; and

WHEREAS, as codified in Chapter 12.5, Section 12.5-56, Section 6 of the Code of Ethics was amended by Ordinance No. 348, adopted by the Shelby County Board of Commissioners on October 22, 2007; and

WHEREAS, after having had an opportunity to interpret the provisions of the Code of Ethics and to obtain feedback from officials, employees and appointees during the required annual training sessions, the County Attorney's Office recommends the Code of Ethics be amended in accordance with Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Chapter 898 of the 2008 Public Acts, an amendment to Tenn. Code Ann. § 8-17-102(d), county school boards are considered separate governmental entities to be governed by ethical standards established by the county boards of education.

NOW, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, the Shelby County Code of Ethics be and the same is hereby amended by deleting Sections 12.5-51 to 12.5-63 of the Shelby County Code of Ordinances in their entirety and replacing them with the provisions set forth in Exhibit "A" attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED THAT, this Ordinance shall take effect pursuant to the Shelby County Charter and shall become effective as otherwise provided by law.

_____
Chairman of County Commission

_____
A C Wharton, Jr.
Shelby County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

Exhibit "A"

Shelby County Code of Ordinances
Chapter 12.5. Ethics

Article I. In General

Secs. 12.5-1--12.5-50. Reserved.

Article II. Code of Ethics

Sec. 12.5-51. Definitions.

For purposes of this chapter, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *County* means Shelby County, including all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county election commission.

(b) *De minimis* means lacking significance or importance; so minor as to merit disregard.

(c) *Official, employee*, and *appointee* means and includes any official, whether an elected or appointed officer or employee of the county, or any appointee to any county or Memphis city/county board, commission, agency, or authority, and the employees of said boards, commissions, agencies, and authorities. This definition includes an official, employee, or appointee, whether compensated or not, and/or whether full-time or part-time.

(d) *Personal interest* means, for the purpose of disclosure of personal interests in accordance with this code of ethics, any non-de minimis direct financial interest of the official, employee, or appointee, or of the official's, employee's, or appointee's spouse or child living in the same household, or such persons in negotiations with a prohibited source, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

(e) *Prohibited source* means any person, business, entity or other organization that is seeking official action, decisions or performance or nonperformance of an official, employee, or appointee of the county. Nothing in this code of ethics prohibits an official, employee, or appointee from conducting such county business with, or voting or approving a matter involving, a lending institution whose lending activity is regulated by the state or federal government, solely because that official, employee, or appointee conducts private business with the institution upon the same terms as those granted to the public generally and not otherwise in violation of this chapter.

(Ord. No. 330, Att. § 1, 6-25-07)

Deleted: [

Deleted:]

Deleted: the county school board and

Formatted

Deleted: , direct or indirect,

Deleted: or

Deleted: a financial interest

Deleted: or

Deleted: ,

Sec. 12.5-52. Disclosure of personal interest in voting matters.

Any official, employee, or appointee with the responsibility to vote or advise on any matter shall disclose during the meeting at which a vote on the measure takes place, before the vote and to be included in the minutes, any personal interest of the official, employee or appointee in the matter to be voted upon. In addition, the official, employee or appointee may recuse himself or herself from discussion or voting on the measure.

(Ord. No. 330, Att. § 2, 6-25-07)

Sec. 12.5-53. Disclosure of personal interest in nonvoting matters.

An official, employee, or appointee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter shall disclose the interest before the exercise of the discretion when possible and file the conflict of interest disclosure statement with the ethics officer. In addition, the official, employee or appointee may recuse himself or herself from the discussion or exercise of discretion in the matter.

(Ord. No. 330, Att. § 3, 6-25-07)

Sec. 12.5-54. Disclosure of personal interests – contracts and inspections; statement of disclosure of interests; campaign financial disclosure statements.

(a) This section shall apply to any official, employee, or appointee of the county who:

(1) Approves requests for proposals or bid solicitations, or selects, evaluates, or recommends for award or rejection any bid or request for proposal response, for the purchase of personal property, goods, or services, including construction contracts; or

(2) Inspects off-site locations for any zoning, environmental, public health-related, or construction codes (building, existing building, mechanical, fuel, gas, or plumbing); school, road, or other facility construction; or compliance mandated by state law, contract agreement, or local ordinance.

(b)(1) Every official, employee and appointee subject to subsection (a) shall submit to the ethics officer the statement of disclosure of interests on or before February 15 annually. The statement of disclosure of interests shall include the information for the spouse of the official, employee or appointee. The statement may be updated by an official, employee or appointee at any time.

(2) Any county appointee who is a voluntary board member of a not-for-profit corporation shall submit to the ethics officer a statement of disclosure of interests designated for voluntary board members of not-for-profit corporations on or before February 15 annually in accordance with subsection (b)(1) of this section.

(3) Elected officials under the jurisdiction of this code of ethics may submit a copy of the statement of disclosure of interests filed with the Tennessee Ethics Commission to the ethics officer to satisfy this requirement.

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(c) The form of the statement of disclosure of interests shall be the same as the statement of disclosure of interests that candidates and elected officials must file with the Tennessee Ethics Commission, unless amended by resolution of the board of county commissioners.

(d) In addition to such statements of disclosure of interests, elected officials shall submit copies of their campaign financial disclosure statements when they are required to be filed with the county election commission.

(Ord. No. 330, Att. § 4, 6-25-07)

Sec. 12.5-55. General standards of conduct for officials, employees, appointees.

Officials, employees, appointees, their spouses, and children living in their household:

(a) Shall not receive or use for personal purposes any property, services or funds of county government unless authorized by law or county policy. Excepted is the de minimis use of county property without a measurable monetary value or with minimal monetary value;

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(b) Shall not:

(1) Lend money to, or borrow money from, an official, employee, appointee, or prohibited source; or

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(2) Accept any surety, guaranty, or endorsement of any obligation for his or herself from another official, employee, appointee, or prohibited source; or

(3) Give any surety, guaranty, or endorsement of any obligation for another official, employee, appointee, or prohibited source.

Excepted are loans made between employees for $2,000.00 or less per calendar year and loans between family members for any amount, provided that neither such loan may be made to, or received from, a prohibited source.

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(c) Shall not, for a period of one year after separation from service or employment receive compensation for any services rendered on behalf of any person, business or association in relation to any case, proceeding, or application, with respect to which such former official, employee, or appointee was directly concerned or in which such official, employee, or appointee personally participated during the period of his service or employment or which was under his active consideration or with respect to which knowledge of information was made available to him during the period of his employment. Nothing in this section precludes a former official, employee, or appointee from being engaged directly by the county to provide services to or on behalf of the county during this one-year period.

(d) Notwithstanding any provision in this code of ethics to the contrary, a member of the board of county commissioners may hold full-time employment in a position which may have incidental or occasional contact with the county, if such employment is his or her primary source of income, and if he or she discloses his or her interest and otherwise complies with this code of ethics and state law

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regarding conflicts of interest.

(Ord. No. 330, Att. § 5, 6-25-07)

Sec. 12.5-56. Acceptance of gifts and other things of value.

(a) An official, employee, appointee, or their spouse or child living in the same household, shall not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county for the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his county duties.

(b) An elected official shall not accept any entertainment, food, refreshments, meals, beverages, health screenings, amenities, or other items with a value in excess of $200.00 in a calendar year from any one prohibited source. Excepted are meals and entertainment offered as part of events sponsored by public or quasi-public entities, community organizations, or nonprofit charitable or educational organizations.

[Move to (e) with changes noted below.]

(c) Notwithstanding any provision in this Code of Ordinances to the contrary, any official, employee or appointee may accept any offer of items described in the previous two paragraphs regardless of value, provided that the same items are offered at the same time to the public generally or to all the board of county commissioners and/or all officials, employees, or appointees in the same class.

(d) Notwithstanding any provision in this Code of Ordinances to the contrary, this code of ethics shall not prohibit gifts between officials, employees, and appointees on any occasion on which gifts are traditionally given, exchanged or donated, if such gift is appropriate to the occasion and does not have a market value in excess of $50.00; or gifts of any value between family members at any time.

(e) Each prohibited source shall disclose, on a quarterly calendar basis in writing to the ethics officer, all gratuities that it has given to officials, employees, and appointees, or their spouse or child living in the same household during the preceding quarter by filing the prohibited source gift disclosure form.

(Ord. No. 330, Att. § 6, 6-25-07; Ord. No. 348, 10-22-07)

Sec. 12.5-57. Ethics complaints.

(a) *Ethics commission.* A county ethics commission consisting of 12 members and a chairman shall be appointed to two-year terms by the county mayor with confirmation by the board of county commissioners. The membership of the ethics commission shall consist of not less than five licensed attorneys of which three shall be former judges of a court of record or general sessions court, in addition

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to eight members from the broader community. The county mayor shall insure that the diversity of the community is reflected in the membership of the ethics commission.

(1) The ethics commission shall have jurisdiction of all ethics complaints lodged against elected officials; appointees to boards, commissions, and authorities; chief administrative officers and assistant chief administrative officers; division directors, deputy directors, chief administrators, administrators, and deputy administrators; and chief deputies and assistant chief deputy sheriffs.

(2) The records of the ethics commission shall be maintained at the direction of the chair and filed with the ethics officer, where they shall be open to the public.

(b) *Ethics officer.* The county attorney shall designate one attorney from his staff to serve as ethics officer to the ethics commission. This ethics officer shall provide legal advice and direction to the commission, and shall review all ethics complaints prior to those complaints being heard by the commission. Upon reviewing a complaint, the ethics officer may take no action, refer the matter to an appropriate officer or entity, or refer it to the ethics commission. The ethics officer shall also issue ethics opinions, verbally or in writing, at the request of any county elected official or department head.

(c) *Ethics training required.* Every official, employee, and appointee under the jurisdiction of the ethics commission shall undergo ethics training once per calendar year. It shall be the responsibility of the ethics officer to identify a reputable source for ethics training and make that training available locally on a quarterly basis. The ethics officer shall file the certificate of annual training form with the ethics commission no later than December 31 of each year certifying that ethics training has been completed by the individuals under its jurisdiction.

(d) *Duties of ethics commission.* The ethics commission shall investigate any credible complaint referred by the ethics officer charging a violation under this code of ethics by an official, employee, or appointee in its jurisdiction. The ethics commission shall also hold public meetings on an on-going basis to educate the public about ethical behavior and practices by government officials; inform the public of the appropriate process for filing complaints; make recommendations regarding possible rule or ordinance provisions relating to ethics; and maintain an on-going community discussion about ethical practices. The ethics commission is authorized to establish rules and regulations for the conduct of its activities.

(e) *Filing complaints and hearing procedures.* Questions and complaints regarding violations of this code of ethics or of any violation of state law governing ethical conduct should be directed to the ethics officer. Complaints against individuals shall be in writing and signed under oath by the person making the complaint, and shall set forth in reasonable detail the facts upon which the complaint is based or by completion of the sworn complaint form.

(1) If the ethics officer refers a complaint to the ethics commission, he or she shall provide comments to the ethics commission as to its validity. Upon receiving a complaint, the ethics commission chair shall select a panel of three members of the ethics commission to review the complaint. Such panel shall be selected on a rotating basis. Two of the three members of the panel, including the panel chair, shall be licensed attorneys.

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(2) Within ten (10) business days of selection, the panel shall vote either to dismiss the complaint or to hold a hearing.

a. If the panel votes to dismiss the complaint, the panel's decision shall be based upon one of the following:

i. other remedies are being pursued in a more appropriate forum;

ii. the allegations, even if true, would not constitute a violation of this code of ethics;

iii. there is insufficient credible evidence supporting the allegations to warrant a hearing; or

iv. dismissal without a hearing is otherwise appropriate.

b. If the panel votes to hold a hearing, the panel shall set a hearing date within 30 calendar days of the date the complaint is received by the panel. The date may be continued for good cause shown by any party.

(3) After a hearing at which all parties may be represented by counsel and put on witnesses and evidence, the panel shall determine if a violation of the code of ethics has occurred. If the panel finds that no violation has occurred, then the panel shall dismiss the complaint. If the panel finds that a violation has occurred, then the panel shall submit its findings and recommendations no later than 5 business days from the date of the hearing to the chairman of the ethics commissions and in accordance with the following:

a. In the case of an ethics violation that resulted from a good faith mistake, issue a warning;

b. In the case of an employee, recommend that the employee's supervisor take disciplinary action in accordance with county policy;

c. In the case of an elected official, recommend that the board of county commissioners publicly censure that official;

d. In the case of an elected official, recommend that an ouster suit be brought by the appropriate governmental official; or

e. In the case of a possible criminal violation, refer the matter to the appropriate law enforcement official.

(4) Upon receipt of the panel's findings and recommendations, the chairman shall call a special meeting not less than 48 hours nor more than 5 business days to review and take into consideration the adoption of same.

(f) *Penalties for frivolous complaints.* It shall be a violation of this section to submit a complaint to the ethics commission that has no genuine basis in fact. Any person, firm, or corporation in violation of this subsection shall be fined not more than $50.00. The ethics commission may instruct the ethics officer to seek civil penalties to recoup the costs of hearing a frivolous complaint.

(Ord. No. 330, Att. § 7, 6-25-07)

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Sec. 12.5-58. Whistleblower protection; abuse of process; complicity.

(a) Officials, employees and appointees are encouraged to report suspected ethical violations to the ethics officer.

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(b) No official, employee or appointee shall use or threaten to use any official authority or influence to discourage, restrain or interfere with any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission.

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(c) No official, employee or appointee shall use or threaten to use any official authority or influence to effect any action to retaliate against an official, employee or appointee who reports, initiates a complaint, or otherwise brings to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission, .

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(Ord. No. 330, Att. § 8, 6-25-07)

Sec. 12.5-59. County contracts and approvals.

All persons receiving any county contract, subcontract, land use approval or financial grant of money shall execute the gratuity disclosure form under oath and file same with the ethics officer, prior to award of same by the board of county commissioners, or by any board, commission, agency, authority, official, employee, or appointee in which such persons shall:

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(1) Disclose any gratuity that they have given, directly or indirectly, to any official, employee or appointee, including their spouses and children living in the household, who is involved in the decision regarding the contract, land use approval, or financial grant of money;

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(2) Affirm that they have not given, directly or indirectly, any gratuity to any official, employee or appointee, including their spouses and children living in the household, that has not been disclosed; and

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(3) Affirm that they have not violated the provisions of this code of ethics.

(Ord. No. 330, Att. § 9, 6-25-07)

Sec. 12.5-60. Lobbyists.

(a) For the purposes of this section, a lobbyist is anyone who receives a salary, commission, or fee from any entity for the purpose of influencing the decision, for or against, of any decision-maker within the county. "Lobbyist" does not include anyone conducting such activity who receives only reimbursement at value for meals and/or travel.

(b) A lobbyist shall register with the ethics officer within five business days of becoming a

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lobbyist by filing the lobbyist registration form. The lobbyist shall include in the registration the names of all clients for whom he or she is lobbying the county and the specific issues about which he or she is lobbying.

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(c) The lobbyist shall report annually to the ethics officer any campaign contributions in excess of $100 that he or she has made to any elected official in county government, and all gifts to officials, employees, and appointees who exercise discretion in a matter that is the subject of the lobbying by filing the annual lobbying expenditure report for lobbyists.

(Ord. No. 330, Att. § 10, 6-25-07)

Sec. 12.5-61. Additional standards for board of county commissioners.

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If a member of the board of county commissioners holds a chairmanship, whether of a committee or of the whole commission, and has been criminally charged or indicted with one or more of the following federal offenses:

(1) Actual or attempted extortion of money or property, real or personal, under color of official right; or

(2) Taking of federal program funds or property, real or personal, acquired with federal funds; or

(3) Embezzlement, stealing or obtaining by fraud or otherwise unauthorized conversion of any property to the use of any person other than the rightful owner or the intentional misapplication of any property;

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then the board of county commissioners shall vote within 45 calendar days of the charge or indictment whether such member shall retain such chairmanship. The charged or indicted member who is the subject of the vote shall not vote in that decision.

(Ord. No. 330, Att. § 11, 6-25-07)

Sec. 12.5-62. Reports to be placed on Internet.

The ethics officer shall place all reports filed in accordance with this code of ethics on the Shelby County Internet website [www.shelbycountytn.gov].

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(Ord. No. 330, Att. § 12, 6-25-07)

Sec. 12.5-63. Applicable state laws.

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1. Ethical rules for judges and other court personnel are promulgated by the Tennessee Supreme Court; see Rule 10, Cannon 5 (Code of Judicial Conduct).

2. Ethical standards for county school boards are promulgated by county boards of education; Tenn. Code Ann. § 8-17-102(d).

In addition to the ethical principles set out in this code of ethics, state laws also provide a framework for the ethical behavior of officials, employees, and appointees in the performance of their duties. Officials, employees, and appointees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control.

(Ord. No. 330, Att. § 13, 6-25-07)

State law references – T.C.A. Title 2, Chapter 10, Parts One and Three; §§ 2-10-116, 2-10-122, 2-10-124, 2-19-121, 2-19-126 to 127, 5-1-125, 5-5-102, 8-21-101 to 103, 8-47-101, 8-50-501, 12-4-101, 39-16-101, 39-16-402 to 404, 39-16-405, 49-6-2003.

Section 12.5-64. Forms.

All forms required to be filed in accordance with this chapter shall be approved by resolution of the board of county commissioners.

(Res. No. 35A, 08-27-07; Res. No. 17, 02-09-09)

Section 12.5-65. Joint City-County Boards, Commission, Agencies and Authorities.

The agreement creating all joint city-county boards, commissions, agencies and authorities shall be amended for the purpose of designating the ethical standards that shall govern all aforementioned jointly created instrumentalities.

State law reference: T.C.A. 8-17-102.

Section 12.5-66. Appeal.

Any official, employee or appointee found to be in violation of the provisions of this chapter shall be entitled to all available remedies as provided by law.

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Campaign finance -- T.C.A. Title 2, Chapter 10. Part One (campaign financial disclosure) requires candidates for public office to disclose contributions and contributors to their campaigns. Part Three (campaign contribution limits) limits the total amount of campaign contributions a candidate may receive from an individual and sets limits on the amount a candidate may receive in cash. ¶
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Conflict of interest -- T.C.A. § 12-4-101 is the general conflict of interest statute that applies in all counties. It prohibits anyone who votes for, lets out, or in any manner supervises any work or contract from having a direct financial interest in that contract, purchase or work, and it requires disclosure of indirect financial interests by public acknowledgment. ¶
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Conflict of interest -- T.C.A. § 49-6-2003 applies to the department of education in all counties and prohibits direct and indirect conflicts of interest in the sale of supplies for use in public schools. ¶
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Conflict of interest -- T.C.A. § 5-1-125 applies in all counties and prohibits county officials and employees from purchasing surplus county property except where it is sold by public bid. Shelby County Government Purchasing Policy and Procedure No. P-040, sec. IV(B) "Public Auctions," prohibits any official or employee from bidding at a public auction conducted by the Shelby County Purchasing Department. ¶
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Conflict of interest -- T.C.A. §§ 5-5-102 and 12-4-101 govern disclosures and abstentions from voting due to conflicts of interest of members of county legislative bodies. ¶
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Following is a brief summary of selected state laws concerning ethics in county government. For the full text of these statutes, see the Tennessee Code Annotated (T.C.A.) sections indicated.

Campaign finance -- T.C.A. Title 2, Chapter 10. Part One (campaign financial disclosure) requires candidates for public office to disclose contributions and contributors to their campaigns. Part Three (campaign contribution limits) limits the total amount of campaign contributions a candidate may receive from an individual and sets limits on the amount a candidate may receive in cash.

Conflict of interest -- T.C.A. § 12-4-101 is the general conflict of interest statute that applies in all counties. It prohibits anyone who votes for, lets out, or in any manner supervises any work or contract from having a direct financial interest in that contract, purchase or work, and it requires disclosure of indirect financial interests by public acknowledgment.

Conflict of interest -- T.C.A. § 49-6-2003 applies to the department of education in all counties and prohibits direct and indirect conflicts of interest in the sale of supplies for use in public schools.

Conflict of interest -- T.C.A. § 5-1-125 applies in all counties and prohibits county officials and employees from purchasing surplus county property except where it is sold by public bid. Shelby County Government Purchasing Policy and Procedure No. P-040, sec. IV(B) "Public Auctions," prohibits any official or employee from bidding at a public auction conducted by the Shelby County Purchasing Department.

Conflict of interest -- T.C.A. §§ 5-5-102 and 12-4-101 govern disclosures and abstentions from voting due to conflicts of interest of members of county legislative bodies.

Conflict of interest disclosure statements -- T.C.A. § 8-50-501 and the following sections require candidates and appointees to local public offices to file a disclosure statement with the state ethics commission listing major sources of income, investments, lobbying activities, professional services provided, bankruptcies, certain loans, and other information, and to keep these statements up to date.

Honoraria -- T.C.A. § 2-10-116 prohibits elected officials from accepting an honorarium (including money or anything of value, but not including reimbursement for actual expenses) for an appearance, speech, or article in their official capacity.

Court sales --T.C.A. § 39-16-405 prohibits judges, clerks of court, court officers, and employees of court, from bidding on or purchasing any property sold through the court for which such person discharges official duties.

Rules of the Supreme Court -- Rule 10, Cannon 5 (Code of Judicial Conduct) establishes ethical rules for judges and other court personnel when exercising judicial functions.

Fee statutes -- T.C.A. §§ 8-21-101, 8-21-102, and 8-21-103 set out circumstances where fees are authorized, prohibit officials from requiring payment of fees in advance of performance of services except where specifically authorized, and set penalties for charging excessive or unauthorized fees.

Consulting fee prohibition for elected county officials -- T.C.A. §§ 2-10-122 and 2-10-124 prohibit officials from receiving compensation for advising or assisting a person or entity in influencing county legislative or administrative action.

Crimes involving public officials --T.C.A. § 39-16-101 and the following sections prohibit bribery, soliciting unlawful compensation, and buying and selling in regard to offices.

Official misconduct -- T.C.A. § 39-16-402 applies to public servants and candidates for office and prohibits unauthorized exercise of official power, acting in an official capacity exceeding the servant's power, refusal to perform a duty imposed by law, violating a law relating to the servant's office or employment, and receiving a benefit not provided by law.

Official oppression -- T.C.A. § 39-16-403 prohibits abuse of power by a public servant.

Bribery for votes -- T.C.A. §§ 2-19-121, 2-19-126, and 2-19-127 prohibit bribery of voters in elections.

Misuse of official information -- T.C.A. § 39-16-404 prohibits a public servant from attaining a benefit or aiding another person in attaining a benefit from information which was obtained in an official capacity and is not available to the public.

Ouster law -- T.C.A. § 8-47-101 sets out conduct that is punishable by ouster from office, including misconduct in office and neglect of duty.

Shelby County Code of Ordinances
Chapter 12.5. Ethics

Article I. In General

Secs. 12.5-1--12.5-50. Reserved.

Article II. Code of Ethics

Sec. 12.5-51. Definitions.

For purposes of this chapter, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *County* means Shelby County, including all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county election commission.

(b) *De minimis* means lacking significance or importance; so minor as to merit disregard.

(c) *Official, employee*, and *appointee* means and includes any official, whether an elected or appointed officer or employee of the county, or any appointee to any county or Memphis city/county board, commission, agency, or authority, and the employees of said boards, commissions, agencies, and authorities. This definition includes an official, employee, or appointee, whether compensated or not, and/or whether full-time or part-time.

(d) *Personal interest* means, for the purpose of disclosure of personal interests in accordance with this code of ethics, any interest, direct or indirect, of the official. employee, or appointee, or of the official's, employee's, or appointee's spouse or child living in the same household, or such persons in negotiations with a prohibited source, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

(e) *Prohibited source* means any person, business, entity or other organization that is seeking official action, decisions or performance or nonperformance of an official, employee, or appointee of the county. Nothing in this code of ethics prohibits an official, employee, or appointee from conducting such county business with, or voting or approving a matter involving, a lending institution whose lending activity is regulated by the state or federal government, solely because that official, employee, or appointee conducts private business with the institution upon the same terms as those granted to the public generally and not otherwise in violation of this chapter.

(Ord. No. 330, Att. § 1, 6-25-07)

Exhibit "A"

Sec. 12.5-52. Disclosure of personal interest in voting matters.

Any official, employee, or appointee with the responsibility to vote or advise on any matter shall disclose during the meeting at which a vote on the measure takes place, before the vote and to be included in the minutes, any personal interest of the official, employee or appointee in the matter to be voted upon. In addition, the official, employee or appointee may recuse himself or herself from discussion or voting on the measure.

(Ord. No. 330, Att. § 2, 6-25-07)

Sec. 12.5-53. Disclosure of personal interest in nonvoting matters.

An official, employee, or appointee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter shall disclose the interest before the exercise of the discretion when possible and file the conflict of interest disclosure statement with the ethics officer. In addition, the official, employee or appointee may recuse himself or herself from the discussion or exercise of discretion in the matter.

(Ord. No. 330, Att. § 3, 6-25-07)

Sec. 12.5-54. Disclosure of personal interests – contracts and inspections; statement of disclosure of interests; campaign financial disclosure statements.

(a) This section shall apply to any official, employee, or appointee of the county who:

(1) Approves requests for proposals or bid solicitations, or selects, evaluates, or recommends for award or rejection any bid or request for proposal response, for the purchase of personal property, goods, or services, including construction contracts; or

(2) Inspects off-site locations for any zoning, environmental, public health-related, or construction codes (building, existing building, mechanical, fuel, gas, or plumbing); school, road, or other facility construction; or compliance mandated by state law, contract agreement, or local ordinance.

(b)(1) Every official, employee and appointee subject to subsection (a) shall submit to the ethics officer the statement of disclosure of interests on or before February 15 annually. The statement of disclosure of interests shall include the information for the spouse of the official, employee or appointee. The statement may be updated by an official, employee or appointee at any time.

(2) Any county appointee who is a voluntary board member of a not-for-profit corporation shall submit to the ethics officer a statement of disclosure of interests designated for voluntary board members of not-for-profit corporations on or before February 15 annually in accordance with subsection (b)(1) of this section.

(3) Elected officials under the jurisdiction of this code of ethics may submit a copy of the statement of disclosure of interests filed with the Tennessee Ethics Commission to the ethics officer to satisfy this requirement.

(c) The form of the statement of disclosure of interests shall be the same as the statement of

disclosure of interests that candidates and elected officials must file with the Tennessee Ethics Commission, unless amended by resolution of the board of county commissioners.

(d) In addition to such statements of disclosure of interests, elected officials shall submit copies of their campaign financial disclosure statements when they are required to be filed with the county election commission.

(Ord. No. 330, Att. § 4, 6-25-07)

Sec. 12.5-55. General standards of conduct for officials, employees, appointees.

Officials, employees, appointees, their spouses, and children living in their household:

(a) Shall not receive or use for personal purposes any property, services or funds of county government unless authorized by law or county policy. Excepted is the de minimis use of county property without a measurable monetary value or with minimal monetary value;

(b) Shall not:

(1) Lend money to, or borrow money from, an official, employee, appointee, or prohibited source; or

(2) Accept any surety, guaranty, or endorsement of any obligation for his or herself from another official, employee, appointee, or prohibited source; or

(3) Give any surety, guaranty, or endorsement of any obligation for another official, employee, appointee, or prohibited source.

Excepted are loans made between employees for $2,000.00 or less per calendar year and loans between family members for any amount, provided that neither such loan may be made to, or received from, a prohibited source.

(c) Shall not, for a period of one year after separation from service or employment receive compensation for any services rendered on behalf of any person, business or association in relation to any case, proceeding, or application, with respect to which such former official, employee, or appointee was directly concerned or in which such official, employee, or appointee personally participated during the period of his service or employment or which was under his active consideration or with respect to which knowledge of information was made available to him during the period of his employment. Nothing in this section precludes a former official, employee, or appointee from being engaged directly by the county to provide services to or on behalf of the county during this one-year period.

(d) Notwithstanding any provision in this code of ethics to the contrary, a member of the board of county commissioners may hold full-time employment in a position which may have incidental or occasional contact with the county, if such employment is his or her primary source of income, and if he or she discloses his or her interest and otherwise complies with this code of ethics and state law regarding conflicts of interest.

(Ord. No. 330, Att. § 5, 6-25-07)

Sec. 12.5-56. Acceptance of gifts and other things of value.

(a) An official, employee, appointee, or their spouse or child living in the same household, shall not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county for the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his county duties.

(b) An elected official shall not accept any entertainment, food, refreshments, meals, beverages, health screenings, amenities, or other items with a value in excess of $200.00 in a calendar year from any one prohibited source . Excepted are meals and entertainment offered as part of events sponsored by public or quasi-public entities, community organizations, or nonprofit charitable or educational organizations.

[Move to (e) with changes noted below.]

(c) Notwithstanding any provision in this Code of Ordinances to the contrary, any official, employee or appointee may accept any offer of items described in the previous two paragraphs regardless of value, provided that the same items are offered at the same time to the public generally or to all the board of county commissioners and/or all officials, employees, or appointees in the same class.

(d) Notwithstanding any provision in this Code of Ordinances to the contrary, this code of ethics shall not prohibit gifts between officials, employees, and appointees on any occasion on which gifts are traditionally given, exchanged or donated, if such gift is appropriate to the occasion and does not have a market value in excess of $50.00; or gifts of any value between family members at any time.

(e) Each prohibited source shall disclose, on a quarterly calendar basis in writing to the ethics officer, all gratuities that it has given to officials, employees, and appointees, or their spouse or child living in the same household during the preceding quarter by filing the prohibited source gift disclosure form.

(Ord. No. 330, Att. § 6, 6-25-07; Ord. No. 348, 10-22-07)

Sec. 12.5-57. Ethics complaints.

(a) *Ethics commission.* A county ethics commission consisting of 12 members and a chairman shall be appointed to two-year terms by the county mayor with confirmation by the board of county commissioners. The membership of the ethics commission shall consist of not less than five licensed attorneys of which three shall be former judges of a court of record or general sessions court, in addition to eight members from the broader community. The county mayor shall insure that the diversity of the community is reflected in the membership of the ethics commission.

(1) The ethics commission shall have jurisdiction of all ethics complaints lodged against

elected officials; appointees to boards, commissions, and authorities; chief administrative officers and assistant chief administrative officers; division directors, deputy directors, chief administrators, administrators, and deputy administrators; and chief deputies and assistant chief deputy sheriffs.

(2) The records of the ethics commission shall be maintained at the direction of the chair and filed with the ethics officer, where they shall be open to the public.

(b) *Ethics officer.* The county attorney shall designate one attorney from his staff to serve as ethics officer to the ethics commission. This ethics officer shall provide legal advice and direction to the commission, and shall review all ethics complaints prior to those complaints being heard by the commission. Upon reviewing a complaint, the ethics officer may take no action, refer the matter to an appropriate officer or entity, or refer it to the ethics commission. The ethics officer shall also issue ethics opinions, verbally or in writing, at the request of any county elected official or department head.

(c) *Ethics training required.* Every official, employee, and appointee under the jurisdiction of the ethics commission shall undergo ethics training once per calendar year. It shall be the responsibility of the ethics officer to identify a reputable source for ethics training and make that training available locally on a quarterly basis. The ethics officer shall file the certificate of annual training form with the ethics commission no later than December 31 of each year certifying that ethics training has been completed by the individuals under its jurisdiction.

(d) *Duties of ethics commission.* The ethics commission shall investigate any credible complaint referred by the ethics officer charging a violation under this code of ethics by an official, employee, or appointee in its jurisdiction. The ethics commission shall also hold public meetings on an on-going basis to educate the public about ethical behavior and practices by government officials; inform the public of the appropriate process for filing complaints; make recommendations regarding possible rule or ordinance provisions relating to ethics; and maintain an on-going community discussion about ethical practices. The ethics commission is authorized to establish rules and regulations for the conduct of its activities.

(e) *Filing complaints and hearing procedures.* Questions and complaints regarding violations of this code of ethics or of any violation of state law governing ethical conduct should be directed to the ethics officer. Complaints against individuals shall be in writing and signed under oath by the person making the complaint, and shall set forth in reasonable detail the facts upon which the complaint is based or by completion of the sworn complaint form.

(1) If the ethics officer refers a complaint to the ethics commission, he or she shall provide comments to the ethics commission as to its validity. Upon receiving a complaint, the ethics commission chair shall select a panel of three members of the ethics commission to review the complaint. Such panel shall be selected on a rotating basis. Two of the three members of the panel, including the panel chair, shall be licensed attorneys.

(2) Within ten (10) business days of selection, the panel shall vote either to dismiss the complaint or to hold a hearing.

a. If the panel votes to dismiss the complaint, the panel's decision shall be based

upon one of the following:

i. other remedies are being pursued in a more appropriate forum;

ii. the allegations, even if true, would not constitute a violation of this code of ethics;

iii. there is insufficient credible evidence supporting the allegations to warrant a hearing; or

iv. dismissal without a hearing is otherwise appropriate.

b. If the panel votes to hold a hearing, the panel shall set a hearing date within 30 calendar days of the date the complaint is received by the panel. The date may be continued for good cause shown by any party.

(3) After a hearing at which all parties may be represented by counsel and put on witnesses and evidence, the panel shall determine if a violation of the code of ethics has occurred. If the panel finds that no violation has occurred, then the panel shall dismiss the complaint. If the panel finds that a violation has occurred, then the panel shall submit its findings and recommendations no later than 5 business days from the date of the hearing to the chairman of the ethics commissions and in accordance with the following:

a. In the case of an ethics violation that resulted from a good faith mistake, issue a warning;

b. In the case of an employee, recommend that the employee's supervisor take disciplinary action in accordance with county policy;

c. In the case of an elected official, recommend that the board of county commissioners publicly censure that official;

d. In the case of an elected official, recommend that an ouster suit be brought by the appropriate governmental official; or

e. In the case of a possible criminal violation, refer the matter to the appropriate law enforcement official.

(4) Upon receipt of the panel's findings and recommendations, the chairman shall call a special meeting not less than 48 hours nor more than 5 business days to review and take into consideration the adoption of same.

(f) *Penalties for frivolous complaints.* It shall be a violation of this section to submit a complaint to the ethics commission that has no genuine basis in fact. Any person, firm, or corporation in violation of this subsection shall be fined not more than $50.00. The ethics commission may instruct the ethics officer to seek civil penalties to recoup the costs of hearing a frivolous complaint.

(Ord. No. 330, Att. § 7, 6-25-07)

Sec. 12.5-58. Whistleblower protection; abuse of process; complicity.

(a) Officials, employees and appointees are encouraged to report suspected ethical violations to the ethics officer.

(b) No official, employee or appointee shall use or threaten to use any official authority or influence to discourage, restrain or interfere with any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission.

(c) No official, employee or appointee shall use or threaten to use any official authority or influence to effect any action to retaliate against an official, employee or appointee who reports, initiates a complaint, or otherwise brings to the attention of the ethics officer information relating to an ethics violation or an investigation by the ethics commission, .

(Ord. No. 330, Att. § 8, 6-25-07)

Sec. 12.5-59. County contracts and approvals.

All persons receiving any county contract, subcontract, land use approval or financial grant of money shall execute the gratuity disclosure form under oath and file same with the ethics officer, prior to award of same by the board of county commissioners, or by any board, commission, agency, authority, official, employee, or appointee in which such persons shall:

(1) Disclose any gratuity that they have given, directly or indirectly, to any official, employee or appointee, including their spouses and children living in the household, who is involved in the decision regarding the contract, land use approval, or financial grant of money;

(2) Affirm that they have not given, directly or indirectly, any gratuity to any official, employee or appointee, including their spouses and children living in the household, that has not been disclosed; and

(3) Affirm that they have not violated the provisions of this code of ethics.

(Ord. No. 330, Att. § 9, 6-25-07)

Sec. 12.5-60. Lobbyists.

(a) For the purposes of this section, a lobbyist is anyone who receives a salary, commission, or fee from any entity for the purpose of influencing the decision, for or against, of any decision-maker within the county. "Lobbyist" does not include anyone conducting such activity who receives only reimbursement at value for meals and/or travel.

(b) A lobbyist shall register with the ethics officer within five business days of becoming a lobbyist by filing the lobbyist registration form. The lobbyist shall include in the registration the names of all clients for whom he or she is lobbying the county and the specific issues about which he or she is lobbying.

(c) The lobbyist shall report annually to the ethics officer any campaign contributions in excess of $100 that he or she has made to any elected official in county government, and all gifts to officials,

employees, and appointees who exercise discretion in a matter that is the subject of the lobbying by filing the annual lobbying expenditure report for lobbyists.

(Ord. No. 330, Att. § 10, 6-25-07)

Sec. 12.5-61. Additional standards for board of county commissioners.

If a member of the board of county commissioners holds a chairmanship, whether of a committee or of the whole commission, and has been criminally charged or indicted with one or more of the following federal offenses:

(1) Actual or attempted extortion of money or property, real or personal, under color of official right; or

(2) Taking of federal program funds or property, real or personal, acquired with federal funds; or

(3) Embezzlement, stealing or obtaining by fraud or otherwise unauthorized conversion of any property to the use of any person other than the rightful owner or the intentional misapplication of any property;

then the board of county commissioners shall vote within 45 calendar days of the charge or indictment whether such member shall retain such chairmanship. The charged or indicted member who is the subject of the vote shall not vote in that decision.

(Ord. No. 330, Att. § 11, 6-25-07)

Sec. 12.5-62. Reports to be placed on Internet.

The ethics officer shall place all reports filed in accordance with this code of ethics on the Shelby County Internet website [www.shelbycountytn.gov].

(Ord. No. 330, Att. § 12, 6-25-07)

Sec. 12.5-63. Applicable state laws.

NOTES:

1. Ethical rules for judges and other court personnel are promulgated by the Tennessee Supreme Court; see Rule 10, Cannon 5 (Code of Judicial Conduct).

2. Ethical standards for county school boards are promulgated by county boards of education; Tenn. Code Ann. § 8-17-102(d).

In addition to the ethical principles set out in this code of ethics, state laws also provide a framework for the ethical behavior of officials, employees, and appointees in the performance of their duties. Officials, employees, and appointees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control.

(Ord. No. 330, Att. § 13, 6-25-07)

State law references – T.C.A. Title 2, Chapter 10, Parts One and Three; §§ 2-10-116, 2-10-122, 2-10-124, 2-19-121, 2-19-126 to 127, 5-1-125, 5-5-102, 8-21-101 to 103, 8-47-101, 8-50-501, 12-4-101, 39-16-101, 39-16-402 to 404, 39-16-405, 49-6-2003.

Section 12.5-64. Forms.

All forms required to be filed in accordance with this chapter shall be approved by resolution of the board of county commissioners.

(Res. No. 35A, 08-27-07; Res. No. 17, 02-09-09)

Section 12.5-65. Joint City-County Boards, Commission, Agencies and Authorities.

The agreement creating all joint city-county boards, commissions, agencies and authorities shall be amended for the purpose of designating the ethical standards that shall govern all aforementioned jointly created instrumentalities.

State law reference: T.C.A. 8-17-102.

Section 12.5-66. Appeal.

Any official, employee or appointee found to be in violation of the provisions of this chapter shall be entitled to all available remedies as provided by law.

ITEM LANGUAGE: An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12.5, Article II, Sections 12.5-51 to 12.5-63, entitled "Code of Ethics." Sponsored by Commissioner Mike Ritz
ITEM ID: 625

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STEP: Originator
DATE: 3/18/2009
ORIGINATOR: mary.white Phone Number:545-4233
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/18/2009
APPROVER: brian.kuhn Phone Number:545-4230
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/18/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/19/2009
APPROVER: danny.presley
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/19/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/19/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/19/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item _____ Prepared by: Steve Mulroy

Approved by: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES BY ENACTING A NEW PREVAILING WAGE ORDINANCE THAT REQUIRES COMPLIANCE WITH PREVAILING WAGES AND BENEFITS AND PROVIDES FOR A MEANS OF ENFORCEMENT, PENALTIES, AND SANCTIONS FOR VIOLATIONS. SPONSORED BY COMMISSIONER STEVE MULROY.

WHEREAS, it is the purpose of Shelby County Government to promote the economical and beneficial development of Shelby County; and

WHEREAS, it is in the interest of Shelby County to award contracts for the construction, alteration, and/or repair of public buildings or public works to responsible bidders; and

WHEREAS, the Shelby County Board of Commissioners has determined that responsible bidders are those who, among other things, pay responsible wages and benefits to their employees performing work on such contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, the Shelby County Code of Ordinances be and the same is hereby amended by adding the following prevailing wage ordinance as a new section in Chapter 2, Article II, Division 2 entitled "Department of Purchasing; Sales; Contracts:"

(a) Prevailing Wage Required. Any firm, individual, partnership, or corporation that is awarded a contract by the Shelby County government for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of $500,000 and any subcontractors of such public work or project in excess of $100,000 ("Recipient") shall be required to pay local prevailing wages and benefits for laborers, mechanics or other listed classifications as defined by the Tennessee Department of Labor.

(b) Avoidance Prohibited. Contracts for construction of, demolition, improvement, enlargement, alteration or replacement of a public work or project shall not be deliberately divided into multiple projects or assigned to another contracting entity for the purpose of circumventing the prevailing wage ordinance. No provisions of this ordinance shall be construed to be in conflict with the LOSB or Living Wage Ordinance, or in the event of such conflict, the provisions of the LOSB or Living Wage Ordinance shall have control.

(c) Prevailing Wage Commission. There shall be a Prevailing Wage Commission which shall ensure that the Prevailing Wage Ordinance is properly interpreted and enforced and which shall have general oversight responsibility for the Ordinance. The Prevailing Wage Commission shall be composed of 6 members: one representative of the Administration, one representative of the County Commission, one representative from the Memphis and West Tennessee Building and Construction Trades Council, one representative of the Associated Builders and Contractors, one representative of a local minority contractor association, and the Title VI Compliance Monitor for Shelby County Government. These members shall be appointed by the Mayor and confirmed by a majority of the County Commission. If a representative of one of the designated bodies or associations is unavailable after reasonable effort, a substitute member of the Prevailing Wage Commission may be appointed by the Mayor subject to confirmation by a majority of the County Commission. Members shall serve two (2) year terms to be staggered, except that initial members' terms may be adjusted to provide for the staggering of terms. The Prevailing Wage Commission shall meet a minimum of once a year. . It shall have no authority in the establishment of wages, benefits, or job descriptions except as expressly provided in this

Ordinance. It may administratively adjudicate or otherwise resolve disputes regarding compliance with the Ordinance or interpretation of its provisions. The Prevailing Wage Commission may establish rules and procedures for its operations.

(d) Determination of Prevailing Wages and Benefits. For the purposes of this Ordinance, the prevailing wage and benefit rates shall be set as follows. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor for Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in this Ordinance. The applicable rate shall be determined at the time that the project is awarded.

(e) Equivalent Benefits. If a contractor or subcontractor provides health, pension, or other benefits which are equivalent to those paid under Section d, but at less cost, it may be eligible to pay benefits at an hourly rate lower than set out in Section d for that category of worker. Such a determination may be made by the Prevailing Wage Commission upon receipt of formal written request from the contractor or subcontractor.

(f) Filing Scheduled Wages and Benefits. Any contractor or subcontractor performing under the terms of this Ordinance, prior to receiving an award, shall file with the County a schedule of the wages and benefits to be paid to such laborers, workmen or employees, using the categories then in use by the Tennessee Department of Labor. The schedule must list wages and benefits which equal or exceed the prescribed minimum levels provided for in this Ordinance for each category or laborer. Such schedule shall be included in all bid documents and clearly posted on the jobsite during construction. It shall be signed by the contractor or subcontractor's representative who is properly authorized to attest by signed statement that the contractor is in full compliance with the Ordinance to the best of the signer's knowledge and belief. .

(g) Apprentices. For any work project covered by this Ordinance, any apprentice used must be properly indentured into a joint labor management apprenticeship training program or an equivalent program that is registered and certified with the U.S. Department of Labor, Bureau of Apprenticeship Training.

(h) Compliance Monitoring. The Prevailing Wage Commission may establish rules, regulations, and procedures for monitoring and ensuring compliance with the provisions of this Ordinance which shall be subject to the approval of the Shelby County Board of Commissioners. The Administration may also appoint, subject to Commission approval, a Prevailing Wage Representative to coordinate compliance monitoring. Such compliance monitoring will include the following as required: review of documents submitted, interviews with contractor representatives, site inspections of the county contracted work sites, confidential interview of employees with construction related work assignments for the project. However, any findings and conclusions determined as a result of the interview will be subject to government required disclosure. The Prevailing Wage Representative will work informally with the recipient to reach an agreement for compliance. The award recipient will have an opportunity to provide additional information to the representative that will explain inconsistencies and/or resolve the discrepancies. If an agreement cannot be met, the Prevailing Wage Representative will complete a written report of non-compliance and submit it to the award recipient. The award recipient will be permitted thirty (30) calendar days from the date the report is received to correct the non-compliance violation. If after thirty (30) calendar days the award recipient does not respond to the written report, the matter will be brought before the prevailing Wage Commission for further review in a manner consistent with its established rules of procedure. The County and/or its authorized representative shall have the power to request and receive information from contractors which would substantiate compliance with this Ordinance.

(i) Violations, Penalties and Sanctions. An award recipient who knowingly or willfully fails to comply with the provision of the Prevailing Wage Ordinance as determined by a court of competent jurisdiction shall be fined in the manner prescribed by T.C.A § 5-1-211 The award recipient who is found to have knowingly or willingly committed two (2) violations of this Ordinance in any twenty-four month period shall be prohibited from being awarded a contract by Shelby County for a period of twenty-four (24) months from adjudication of the second violation.

(j) Restitution for Underpayment of Wages-Where a documented underpayment of wages has occurred, the employer will be required to pay wage restitution to the affected employee. Wage restitution must be paid promptly in the full amount due, less the permissible and authorized deductions. No vendor covered under the provisions of this ordinance shall retaliate against an employee who reports a potential violation. Such action is subject to appropriate sanctions as determined by the Prevailing Wage Commission. In the event that any contractor/service provider fails to pay its affected employees restitution, the provisions of this article do not create a private right of action against Shelby County Government for such contractor/service provider's violation of the provisions herein.

(k) Severability. The provisions of this Ordinance are severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void for any reason, the remainder of this Ordinance shall continue in full force and effect.

(i) Effective date. This ordinance shall take effect as of July 1, 2009, and will apply to all contracts for which the RFP was issued on or after that date.

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

_____
Chairman of County Commission

_____
A C Wharton, Jr.
Shelby County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

Item _____ Prepared by: Steve Mulroy

Approved by: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES BY ENACTING A NEW PREVAILING WAGE ORDINANCE THAT REQUIRES COMPLIANCE WITH PREVAILING WAGES AND BENEFITS AND PROVIDES FOR A MEANS OF ENFORCEMENT, PENALTIES, AND SANCTIONS FOR VIOLATIONS. SPONSORED BY COMMISSIONER STEVE MULROY.

WHEREAS, it is the purpose of Shelby County Government to promote the economical and beneficial development of Shelby County; and

WHEREAS, it is in the interest of Shelby County to award contracts for the construction, alteration, and/or repair of public buildings or public works to responsible bidders; and

WHEREAS, the Shelby County Board of Commissioners has determined that responsible bidders are those who, among other things, pay responsible wages and benefits to their employees performing work on such contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, the Shelby County Code of Ordinances be and the same is hereby amended by adding the following prevailing wage ordinance as a new section in Chapter 2, Article II, Division 2 entitled "Department of Purchasing; Sales; Contracts:"

(a) Prevailing Wage Required. Any firm, individual, partnership, or corporation that is awarded a contract by the Shelby County government for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of $500,000 and any subcontractors of such public work or project in excess of $100,000 ("Recipient") shall be required to pay local prevailing wages and benefits for laborers, mechanics or other listed classifications as defined by the Tennessee Department of Labor.

(b) Avoidance Prohibited. Contracts for construction of, demolition, improvement, enlargement, alteration or replacement of a public work or project shall not be deliberately divided into multiple projects for the purpose of circumventing the prevailing wage ordinance.

(c) Prevailing Wage Commission. There shall be a Prevailing Wage Commission which shall ensure that the Prevailing Wage Ordinance is properly interpreted and enforced and which shall have general oversight responsibility for the Ordinance. The Prevailing Wage Commission shall be composed of 7 members: one representative of the Administration, one representative of the County Commission, one representative from the Memphis and West Tennessee Building and Construction Trades Council, one representative of the Associated Builders and Contractors, and one representative of a local minority contractor association. These members shall be appointed by the Mayor and confirmed by a majority of the County Commission. If a representative of one of the designated bodies or associations is unavailable after reasonable effort, a substitute member of the Prevailing Wage Commission may be appointed by the Mayor subject to confirmation by a majority of the County Commission. The Prevailing Wage Commission shall meet quarterly, or as required. It shall have no authority in the establishment of wages, benefits, or job descriptions except as expressly provided in this Ordinance. It may administratively adjudicate or otherwise resolve disputes regarding compliance with the Ordinance or interpretation of its provisions. The Prevailing Wage Commission may establish rules and procedures for its operations.

(d) Determination of Prevailing Wages and Benefits. For the purposes of this Ordinance, the prevailing wage and benefit rates shall be set as follows. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor for Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in this Ordinance.

(e) Equivalent Benefits. If a contractor or subcontractor provides health, pension, or other benefits which are equivalent to those paid under Section 4, but at less cost, it may be eligible to pay benefits at an hourly rate lower than set out in Section 4 for that category of worker. Such a determination may be made by the Prevailing Wage Commission.

(f) Filing Scheduled Wages and Benefits. Any contractor or subcontractor performing under the terms of this Ordinance shall file with the County a schedule of the wages and benefits to be paid to such laborers, workmen or employees, using the categories then in use by the Tennessee Department of Labor. The schedule must list wages and benefits which equal or exceed the prescribed minimum levels provided for in this Ordinance for each category or laborer. Such schedule shall be included in all bid documents and clearly posted on the jobsite during construction. It shall be signed by a responsible party under penalty of perjury with a statement that the foregoing information is true and correct to the best of the signer's knowledge and belief.

(g) Apprentices. For any work project covered by this Ordinance, any apprentice used must be properly indentured into a joint labor management apprenticeship training program or an equivalent program that is registered and certified with the U.S. Department of Labor, Bureau of Apprenticeship Training.

(h) Compliance Monitoring. The County Commission may establish rules, regulations, and procedures for monitoring and ensuring compliance with the provisions of this Ordinance. Such compliance monitoring will include but is not limited to site inspections at covered project work sites in which workers will be interviewed about their wages and benefits outside the presence of contractors or supervisory personnel. The Administration may use volunteer labor for these site inspections. It may also contract with non-county agencies, organizations, or firms to conduct these site inspections. To this end, contractors shall allow such inspectors to enter work sites and conduct interviews accordingly. The County and/or its authorized representative shall have the power to request and receive information from contractors which would substantiate compliance with this Ordinance.

(i) Remedies for Noncompliance.

(1) Fines. Any Recipient which knowingly fails to comply with the provisions of this Ordinance as determined by the Prevailing Wage Commission shall be fined not less than the maximum amount allowable under the law for each violation.

(2) Debarment. Any Recipient which is found to have committed 2 violations of this Ordinance in any 24-month period may, at the discretion of the Prevailing Wage Commission, be prohibited from being awarded a contract by the County for any public work or project for a period of up to 24 months from the date of adjudication of the second violation.

(3) Suit By County. The County may file an appropriate action in a court of competent jurisdiction to enforce the provisions of this Ordinance, seeking remedies including the payment of fines, appropriate declaratory or injunctive relief, court costs, and payment of back pay to affected workers. It is the intent of this Ordinance that factual findings by the Prevailing Wage Commission, including but not limited to the existence, number, and dates of violations, as well amounts owed workers and to whom, shall be relevant and probative evidence in any such civil action, and shall constitute prima facie evidence of the applicable fact.

(4) Private Right Of Action. An aggrieved worker may file an enforcement action similar to that described in subsection (3) above. Such a private plaintiff may obtain all relief so listed except for the imposition of fines.

(j) Severability. The provisions of this Ordinance are severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void for any reason, the remainder of this Ordinance shall continue in full force and effect.

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

_____
Chairman of County Commission

_____
A C Wharton, Jr.
Shelby County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

Shelby County Board of Commissioners

160 N. Main Street • Suite 450 • Memphis, Tennessee 38103
(901) 545-4301 • Fax (901) 545-4283
email: steve.mulroy@shelbycountytn.gov

STEVE MULROY
Commissioner
District 5

BASIC QUESTIONS AND ANSWERS ABOUT PREVAILING WAGE ORDINANCES

Q: What is a Prevailing Wage ordinance?

A: An ordinance which states that for labor on major construction projects, the government will require the contractor to pay at least the average wage paid in that region for a particular category of work—e.g., a carpenter, an ironworker, etc. The actual wages and benefits for each category of skilled laborer are set out in the ordinance or applicable regulations. The federal model is the Davis-Bacon Act. Tennessee has a prevailing wage law applicable to state construction contracts.

Q: Is this the same thing as the Living Wage ordinance?

A: No. The Living Wage ordinance states that for all types of service contracts above a certain amount (not just major construction contracts, and not just designated categories of skilled laborers), county employees, employees of county contractors, and employees of firms getting county tax breaks must pay a minimum amount—in Memphis and Shelby County, that is $10/hr with benefits or $12/hr without benefits.

Q: How is the Prevailing Wage calculated?

A: The State Department of Labor does biannual surveys of contractors, asking what wage they pay for each category of skilled labor. For each of several designated Regions of Tennessee, it calculates an average which is set as the "Prevailing Wage." These wages are listed in tables by Region (see rest of packet). Shelby County is Region I, in West Tennessee.

Q: Do local governments have a Prevailing Wage ordinance?

A: Yes. Memphis City Schools and the City of Memphis have Prevailing Wage ordinances.

Q: Do Prevailing Wage ordinances also set benefit levels?

A: Sometimes. The State of Tennessee does not set benefit levels, but the City of Memphis and Memphis City Schools do. The benefit levels are calculated by a similar

survey of benefits in the area, subject to oversight by the local Prevailing Wage Commission.

Q: Why not just rely on the federal or state minimum wage?

A: The State and federal minimum wages are set too low. Using the minimum wage, a full-time worker in Tennessee would earn under $14,000 a year---well below the federal poverty level for a family of four. Such workers end up needing to use local government health and welfare benefits, creating a drain on county resources. Higher wages make for more reliable taxpayers and law-abiding, productive citizens.

Q: Why not just rely on the Living Wage?

A: Skilled workers in the construction trades earn higher levels in the construction industry. Without a prevailing wage, low-wage contractors can pay below-average wages to underbid competitors, driving wages down across the market. This ends up punishing responsible contractors willing to pay the prevailing rate, and leads to similar problems with workers needing to use taxpayer-funded health and welfare benefits. Often, these underbidding, non-Prevailing Wage contractors are from outside the county, and hurt local contractors. A Prevailing Wage ordinance levels the playing field by using the government's bargaining power to lift wages across the board. Additionally, prevailing wage contractors attract highly skilled workers who are more efficient, yield better results, and are less likely to incur on-the-job injuries.

Q: How would a County Prevailing Wage Ordinance work?

A: It would set the state-calculated prevailing wage for our state's Region as the wage to be used in all major construction and road projects. It would set benefit levels similar to those used in the City of Memphis and Memphis City Schools. It would establish procedures for monitoring and enforcement, and a Prevailing Wage Commission, similar to those used by the City.

IN THIS PACKET:

A. Proposed County Prevailing Wage Ordinance

B. State of Tennessee 2009 Prevailing Wage Rates By Category, Construction Projects

C. State of Tennessee 2009 Prevailing Wage Rates By Category, Road Projects

D. City of Memphis 2009 Benefit Levels, By Category

E. Summary of 2005 City of Memphis Survey On Cost Effects of Prevailing Wage Ordinance

F. Articles & Summaries Of Benefits Of Prevailing Wage Ordinance

G. Workers Interfaith Network Proposal For Volunteer Enforcement Program

(PROPOSED ORDINANCE)

SHELBY COUNTY
PREVAILING WAGE

AN ORDINANCE REQUIRING COMPLIANCE WITH PREVAILING WAGES AND BENEFITS AND PROVIDING FOR MEANS OF ENFORCEMENT, PENALTIES AND SANCTIONS FOR VIOLATIONS

WHEREAS, it is the purpose of Shelby County Government to promote the economical and beneficial development of Shelby County; and

WHEREAS, it is in the interest of Shelby County to award contracts for the construction, alteration and/or repair of public buildings or public works to responsible bidders; and

WHEREAS, the Shelby County Board of Commissioners has determined that responsible bidders are those who, among other things, pay responsible wages and benefits to their employees performing work on such contracts.

NOW THEREFORE,

"PREVAILING WAGE"

A. Any firm, individual, partnership or corporation that is awarded a contract by the Shelby County Government for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of $100,000 and any subcontractors of such public work or project in excess of $50,000 (hereinafter referred to as "Recipient"), shall be required by Shelby County Government to pay local prevailing wages and benefits for laborers, mechanics or other listed classifications as defined by the Tennessee Department of Labor.

B. Contracts for the construction of, demolition, improvement, enlargement, alteration or replacement of a public work or project shall not be deliberately divided into multiple contracts for the sole purpose of circumventing the prevailing wage ordinance.

C. The term "prevailing wage(s)" and "benefit(s)" shall be defined as the rate of pay and benefits as determined according to the provisions of this ordinance.

D. There shall be a Prevailing Wage Commission composed of nine (9) members, including two (2) County directors and one (1) representative from the County Commission. The Commission shall meet quarterly, or as required, and shall have oversight responsibility for the Prevailing Wage Ordinance to insure it is properly and fairly enforced. The Commission shall have no authority in the establishment of wages, benefits or job descriptions. (The Prevailing Wage Commission may be set up as the Shelby County

Board of Commissioners sees fit, but should include two (2) representatives from the Memphis and West Tennessee Building and Construction Trades Council, two (2) representatives from the Associated Builders and Contractors, Inc. and two (2) representatives of a local Minority Contractor Association.

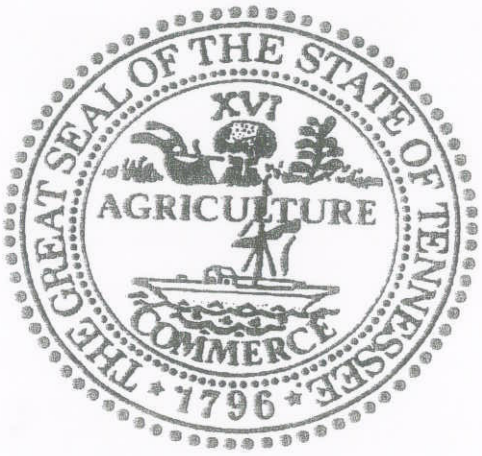
E. Determination of Prevailing Wages and Benefits: For the purposes of this part, the prevailing wage and benefit rates shall be determined as follows: The prevailing wage rate shall be the most current State of Tennessee prevailing wage rate established for Region 1 (Shelby County); The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council.

F. Filing Scheduled Wages, Employment of Apprentices; It shall be required that any contractor or subcontractor performing under the terms of this Ordinance file with the County a schedule of the wages to be paid to such laborers, workmen or employees working other classifications. The schedule shall not be less than the State of Tennessee prevailing wages for the class of work being performed by each laborer, workman or mechanic. Such schedule of prevailing wages shall be included in all bid documents and clearly posted on the jobsite during construction. Any construction, improvements, enlargement, alteration or replacement of a public work project as provided hereof, shall require that a contractor only employ apprentices who are properly indentured into a joint labor management apprenticeship training program or an equivalent program, that is registered and certified with the U.S. Department of Labor, Bureau of Apprenticeship Training.

G. Proof of Compliance: The County Commission shall establish Rules and Regulations as well as procedures for closely monitoring and ensuring compliance with the provisions of this Ordinance. The County and/or its authorized representative shall have the power to request and receive information, which would substantiate proper compliance with this ordinance.

H. Violations, Penalties and Sanctions: Any recipient which knowingly or willfully fails to comply with the provisions of the Ordinance as determined by the Prevailing Wage Commission shall be fined not less than the maximum amount allowable under the law for each violation. Any recipient which is found to have committed two (2) violations of this Ordinance in any twenty-four (24) month period shall be prohibited from being awarded a contract by the County for any public work or project for a period of twenty-four (24) months of adjudication of the second violation.

I. The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
Division of Labor Standards
220 French Landing Drive
Nashville, TN 37243-0657
(615) 741-2858 (option 3)

CLASSIFICATION OF WORKERS UNDER TENNESSEE'S PREVAILING WAGE LAW BUILDING CONSTRUCTION

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Tennessee Department of Labor and Workforce Development, Authorization No. 433 327 225 copies. 02/07. This document has been promulgated at a cost of $.26 per copy

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2009-2010 BUILDING PREVAILING WAGE RATES

CLASSIFICATION	CLASSIFICATION	REGIONS	1	2	3	4	5	6	7	8	9	10	11	12
Boilermaker	Constructor de Calderas	01	21.22	16.82	18.13	15.53	16.27	15.15	20.23	20.86	18.98	19.25	13.57	16.05
Bricklayer	Ladrillero	02	18.78	23.16	18.57	15.44	25.03	24.85	18.49	23.69	20.27	17.39	11.97	20.00
Carpenter	Carpintero	03	20.31	15.76	19.51	18.86	16.65	18.29	21.95	20.52	18.12	17.80	14.14	17.21
Cement Finisher, Plaster	Terminador de Cemento	04	17.25	13.99	15.15	14.17	13.32	14.81	21.68	18.09	16.36	17.58	14.04	16.45
Class "A" Operator	Operador Clase "A"	05	20.42	17.87	19.99	16.39	16.45	18.65	22.64	17.24	14.35	18.78	14.18	16.60
Class "B" Operator	Operador Clase "B"	06	13.50	12.53	14.55	12.62	10.87	11.84	13.99	14.43	11.60	11.23	8.52	11.73
Class "C" Operator	Operador Clase "C"	07	15.88	18.50	13.30	12.82	12.52	12.44	15.06	17.08	10.30	15.77	10.97	12.26
Electrician	Electricista	08	22.06	22.03	18.20	18.83	21.01	22.45	23.24	25.93	20.35	21.56	17.56	21.81
Low Voltage Electrician <70 Volts	Electricista De Bajo Voltaje <70 Volts	09	20.30	16.64	16.64	16.64	15.50	17.28	16.64	16.64	16.64	16.31	16.64	17.23
Elevator Constructor	Constructor de Elevadores	10	20.32	15.96	17.71	14.72	24.81	24.65	18.36	20.39	18.52	19.14	19.04	25.18
Glazier	Vidriero/Enbarnizador	11	20.12	18.17	14.65	12.19	18.22	17.45	16.90	16.23	15.89	16.07	16.09	17.39
Insulation Worker for Mechanical Trades / Asbestos Worker	Trabajador de Insulacion para Entrenador de Mecanicó/ Trabajadora De Asbesto	12	21.87	22.99	23.01	19.31	17.49	18.44	20.25	20.99	19.92	14.02	13.40	18.01
Iron Worker: Structural, Reinforcing, Ornamental	Herrero	13	21.03	17.09	14.14	19.30	16.26	21.13	21.42	21.20	16.93	15.24	13.80	19.46
Laborer Class A	Obrero Clase A	14	13.12	12.29	11.97	11.91	16.83	12.27	13.38	12.46	11.67	13.94	10.28	12.41
Laborer Class B	Obrero Clase B	15	12.90	9.79	15.80	11.24	11.76	11.78	14.49	10.86	11.15	11.43	9.22	12.50
Millwright	Tornero	16	18.14	14.05	16.71	14.28	15.62	20.76	18.94	19.16	15.89	15.19	23.60	19.80
Painter/Plasterer	Pintor/Transitivo	17	17.53	17.85	20.22	12.32	14.15	12.87	19.53	17.07	12.86	15.32	14.26	15.09
Pipefitter/Plumber	Instalador de Tuberia/Plomero	18	25.22	22.55	22.47	21.58	20.25	26.52	24.48	20.99	15.06	17.50	15.70	25.97
Roofer	Tejero/Instalador de Techos	19	19.59	13.37	15.45	11.54	13.54	13.13	17.26	20.60	14.57	16.83	14.02	20.43
Sheet-Metal Worker	Hojalatero	20	26.50	22.29	23.81	15.57	19.98	22.68	23.80	19.61	15.76	19.03	17.86	21.97
Truck Driver (3 or more axles)	Camionero (3 o más ejes)	21	15.13	10.62	11.96	10.26	12.85	12.44	17.48	17.71	9.70	10.83	11.15	16.21
Truck Driver (2 axles, over 1 ton)	Camionero (2 ejes, más de 1 tonelada)	22	16.00	8.48	9.41	10.80	13.55	9.40	11.01	14.19	10.01	12.05	11.42	17.93
Truck Driver (2 axles, 1 ton & less)	Camionero (2 ejes, menos de 1	23	15.37	9.26	10.27	10.93	10.60	8.33	17.41	13.91	9.41	10.61	13.73	10.63

APPRENTICESHIP REGULATIONS

Under T.C.A., §12-4-415, the Prevailing Wage Commission has promulgated Rule 0800-3-2-.01(1) which provides that: "Apprentices shall mean those persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The state agency contracting officer shall require the contractor or sub-contractor using the apprentice to submit evidence of his indenture and/or apprenticeship registration when the apprentice's name first appears on a submitting payroll."

AUTHORITY: T.C.A., §12-4-415. **Administrative History**: Original Rule filed June 4, 1976. Effective: July 14, 1976.

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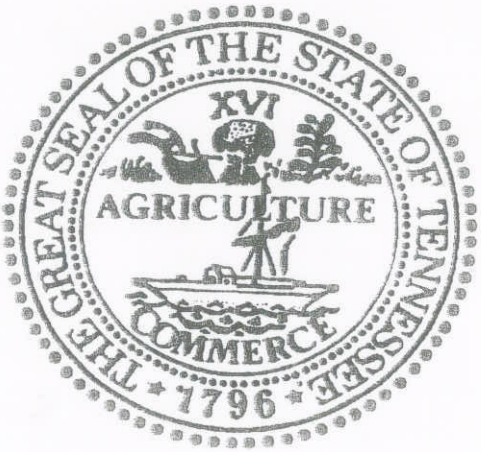
Effective 01/01/2009



STATE OF TENNESSEE
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
Division of Labor Standards
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CLASSIFICATION OF WORKERS UNDER TENNESSEE'S PREVAILING WAGE LAW

HIGHWAY & BRIDGE CONSTRUCTION

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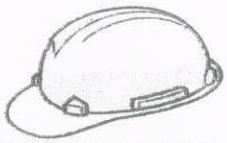
2009 HIGHWAY PREVAILING WAGE RATES



CLASSIFICATION	CRAFT NUMBER	2009
Bricklayer	1	16.62
Carpenter/Leadsperson	2	15.78
Class "A" Operators	3	16.80
Class "B" Operators	4	14.96
Class "C" Operators	5	15.44
Class "D" Operators	6	13.91
Concrete Finisher	7	13.64
Drill Operator (Cassion)	8	18.43
Electrician	9	19.60
Farm Tractor Operator (Power Broom)	10	12.33
Ironworkers Reinforcing	11	15.90
Ironworkers (Structural)	12	17.15
Mechanic (Class I) Heavy Duty	13	17.69
Mechanic (Class II) Light Duty	14	15.95
Painter/Sandblaster	15	21.54
Powder Person Blaster	16	17.79
Skilled Laborer	17	13.08
Survey Instrument Operator	18	14.66
Sweeping Machine (Vacuum) Operator	19	13.39
Truck Driver (2 axles)	20	12.76
Truck Driver (3/4 axles)	21	12.66
Truck Driver (5 or more axles)	22	15.24
Unskilled Laborer	23	11.27
Worksite Traffic Coordinator	24	16.65

Effective 1/1/2009

CITY OF MEMPHIS

2009 BUILDING WAGE RATES AND FRINGE BENEFITS

Fringe Benefits Effective January 1, 2009 through December 31, 2009

CLASSIFICATION			Wage	Benefits	TOTAL
Boilermaker	Constructor de Calderas	1	$ 21.22	$ 13.72	$ 34.94
Bricklayer	Ladrillero	2	$ 18.78	$ 6.55	$ 25.33
Carpenter	Carpintero	3	$ 20.31	$ 7.16	$ 27.47
Cement Finisher, Plasterer	Terminador de Cemento	4	$ 17.25	$ 9.95	$ 27.20
Class "A" Operator	Operador Clase "A"	5	$ 20.42	$ 8.85	$ 29.27
Class "B" Operator	Operador Clase "B"	6	$ 13.50	$ 8.85	$ 22.35
Class "C" Operator	Operador Clase "C"	7	$ 15.88	$ 8.85	$ 24.73
Electrician	Electricista	8	$ 22.06	$ 9.88	$ 31.94
Low Voltage Electrician < 70 Volts	Electricista De Bajo Voltaje<70 Volts	9	$ 20.30	$ 9.88	$ 30.18
Elevator Constructor	Constructor de Elevadores	10	$ 20.32	$ 16.29	$ 36.61
Glazier	Vidriero/Enbarnizador	11	$ 20.12	$ 5.37	$ 25.49
Insulation Worker for Mech. Tr/ Asbestos Worker	Trabajador de Insulacion para Entrenador de Mecanico/Asbesto Trabajadora	12	$ 21.87	$ 9.87	$ 31.74
Iron Worker: Structural, Reinforcing, Ornamental	Herrero	13	$ 21.03	$ 9.91	$ 30.94
Laborer Class A	Obrero Clase A	14	$ 13.12	$ 3.85	$ 16.97
Laborer Class B	Obrero Clase B	15	$ 12.90	$ 3.85	$ 16.75
Millwright	Tornero	16	$ 18.14	$ 8.66	$ 26.80
Painter/Plasterer	Pintor/Transitivo	17	$ 17.53	$ 5.37	$ 22.90
Pipefitter	Instalador de Tuberia	18	$ 25.22	$ 8.80	$ 34.02
Plumber	Plomero	19	$ 25.22	$ 8.80	$ 34.02
Roofer	Tejero/Instalador de Techos	20	$ 19.59	$ 4.42	$ 24.01
Sheet-Metal Worker	Hojalatero	21	$ 26.50	$ 10.10	$ 36.60
Truck Driver (3 or more axles)	Camionero (3 o más ejes)	22	$ 15.13		$ 15.13
Truck Driver (2 axles, over 1 ton)	Camionero (2 ejes, más de 1 tonelada)	23	$ 16.00		$ 16.00
Truck Driver (2 axles, 1 ton & less)	Camionero (2 ejes, menos de 1 tonelada)	24	$ 15.37		$ 15.37

CITY OF MEMPHIS

2009 HIGHWAY WAGE RATES AND FRINGE BENEFITS

Rates Effective January 1, 2009 through December 31, 2009

CLASSIFICATION		WAGE	BENEFIT	TOTAL
ENGLISH	SPANISH			
Bricklayers	Ladrillero	$ 16.62	$6.55	$23.17
Carpenters/Leadperson	Carpintero o Lider	$ 15.78	$7.16	$22.94
Class "A" Operators	Operador Clase A	$ 16.80	$8.85	$25.65
Class "B" Operators	Operador Clase B	$ 14.96	$8.85	$23.81
Class "C" Operators	Operador Clase C	$ 15.44	$8.85	$24.29
Class "D" Operators	Operador Clase D	$ 13.91	$8.85	$22.76
Concrete Finisher	Terminador de Cemento	$ 13.64	$9.95	$23.59
Drill Operation (cassion)	Operador de Perfordora	$ 18.43	$8.85	$27.28
Electricians	Electricista	$ 19.60	$9.88	$29.48
Farm Tractor Operator (Power Broom)	Operador de Tractor de Rancho	$ 12.33	$8.85	$21.18
Iron Workers Reinforcing	Herrero	$ 15.90	$9.91	$25.81
Iron Workers (Structural)	Herrero de Estructura	$ 17.15	$9.91	$27.06
Mechanic (Class 1) Heavy Duty	Mecanico Clase 1	$ 17.69	$8.85	$26.54
Mechanic (Class 11) Light Duty	Mecanico Clase 2	$ 15.95	$8.85	$24.80
Painter/Sandblaster	Pintor o Lijador	$ 21.54	$5.37	$26.91
Powder Person Blaster	Proveedor de Explosivos	$ 17.79	$8.85	$26.64
Skilled Laborer	Obrero Diestro	$ 13.08	$3.85	$16.93
Survey Instrument Operator	Operador de Agrimensor	$ 14.66	$8.85	$23.51
Sweeping Machine (Vaccuum) Operator	Operador de Barredora	$ 13.39	$8.85	$22.24
Truck Driver (2 Axles)	Camionero (2 ejes)	$ 12.76		$12.76
Truck Driver (3/4 Axles)	Camionero (3 o 4 ejes)	$ 12.66		$12.66
Truck Driver (5 or more axles)	Camionero (5 o más ejes)	$ 15.24		$15.24
Unskilled Laborer	Obrero no Diestro	$ 11.27	$3.85	$15.12
Worksite Traffic Coordinator	Coordinar de Trafico en el Lugar de Trabajo	$ 16.65	$3.85	$20.50

Ad Hoc Committee Meeting
September 12, 2005

At the April 5, 2005 Personnel, Intergovernmental & Annexation Committee meeting item # 1 was a discussion of the prevailing wage policy. At this meeting Mr. Dwayne Jones, of the Prevailing Wage office, reported:

The Prevailing Wage office did a random sampling of 12 prevailing wage jobs and found ..... approximately 32.2 million dollars was appropriated, actual cost of construction was approximately 28 million dollars, which produced a savings to the City of Memphis of approximately 4.2 million dollars.

With that in mind lets look at 3 examples of City work and the effects of Prevailing Wage.

(1) Cook Convention Center, No Prevailing Wage or Benefits, Millions of dollars over budget.
(2) Fed-Ex Forum, Prevailing Wage plus 15% Benefits, On time, On Budget, every dollar spent, plus approximately 50,000 additional dollars on law suit settlements.

(3) Sampling of 12 City of Memphis projects. with Prevailing Wages and Full Benefits. A savings of approximately 4.2 million dollars.

When contractors are required to pay Prevailing Wages and Benefits, they are able to attract and retain better-qualified workers. The end result being, a quality project for the tax paying citizens of the City of Memphis.

City of Memphis

Sampling of CIP Projects > $500,000

Project #	CIP #	Project Title	Allocations	Appropriations	Contract	Appr vs. Cont
14P14N	PD037	POLICE ACADEMY EXPANSION	$849,852	$849,852	$786,900	$62,952
14P15F	PD035	INDOOR FIRING RANGE ADDITION	$1,145,464	$1,145,464	$1,060,800	$84,664
14P40A	PD040	POLICE MOUNTED UNIT STABLES	$871,320	$871,320	$529,000	$342,320
14947A	PD000	SOTUHEAST POLICE PRECINCT	$4,866,904	$4,866,904	$4,187,600	$679,304
15P115A	PK083	DALSTROM PARK DEVELOPMENT	$3,700,000	$2,863,731	$2,651,603	$212,128
13F74A	FS024	FIRE STATION #56	$2,149,000	$1,995,815	$1,847,977	$147,838
13F80A	FS039	COUNTRYWOOD FIRE STATION #58	$2,200,000	$2,146,000	$1,987,000	$159,000
15X81A	PK006	ORANGE MOUND C/C	$5,382,997	$5,148,177	$4,339,000	$809,177
36P18C	LI006	HOLLYWOOD BRANCH LIBRARY	$1,369,440	$1,369,440	$1,260,000	$109,440
36P32A	LI003	WHITEHAVEN COMMUNITY LIBRARY	$4,926,667	$3,306,960	$3,062,000	$244,960
36P33A	LI002	CORDOVA BRANCH LIBRARY	$3,506,667	$3,171,960	$2,937,000	$234,960
15C32A	PK01012	WHITEHAVEN NEIGHBORHOOD CTR	$5,305,576	$5,305,576	$4,132,441	$1,173,135
Totals			**$36,273,887**	**$33,041,199**	**$28,781,321**	**$4,259,878**

Under Budget

Do Higher Wages Raise Labor Costs?

Or do workforce skills have greatest cost impact?

Do higher wages raise labor costs? Not according to Bob Gasperow, Director of the Construction Labor Research Council (CLRC).

In a review of Federal Highway Administration (FHA) information in 1995, Bob Gasperow analyzed the available data to determine the correlation between wages, man-hours and highway construction expenditures.

His study s findings illustrate how skills and productivity - not differences in wage rates - are the critical determiner of bottom line labor costs.

Owners, public bodies and local and state legislators tend to believe higher wages add up to higher construction costs, and their reasoning seems to be because prevailing wage opponents constantly promote it.

Gasperow's analysis uses data compiled by the Federal Highway Administration (FHA) that shows construction expenditures or cost savings are related to wages and productivity - and not to wages alone.

Three other factors make the FHA database ideal for this type of scrutiny. It is 1. objective, 2. comprehensive and 3. neutral (not designed to evaluate labor costs). In addition, the data encompasses 14 years so that exceptions and atypical projects reported in a particular state in a particular year have little or no impact upon the findings. Statistics included in study cover all fifty states over the 14-year period from 1980 though 1993 with the following volumes:

	All States	Top 26 States
Total Construction Dollars	$87.1 billion	$67.9 billion
Roadway Miles	98,454	68,976
Bridge Miles	2,138	1,598
Total Construction Miles	100,591	70,573
Labor Hours	1.5 billion	1.2 billion

The total volumes listed above are actual construction expenditures. They do not [illegible] engineering costs, purchases [illegible] directly related to actual construction.

The analysis selected a grouping of states that averaged over $100 million annually to eliminate any variables that might occur in lower dollar volume states.

Highway Costs in 26 Top $$ Volume States (1980-1993)

	Low Wage*	High Wage**	U.S. Average
Average Hourly Wage	$9.76	$17.65	$12.15
Man-Hours Per Mile	$22,837	$13,697	$18,348
Labor Costs Per Mile	$216,864	$241,465	$235,603
Total Costs Per Mile	$1,141,049	$1,017,992	$1,136,963

* Low Wage States: TX, GA, IA, FL, AL, MN, MS, TN, NC, CO, VA, LA, WV
**High Wage States: OH, IL, WI, PA, MO, MI, WA, CA, NY, IN, AR, OR, NJ

These 26 states represent

- 78% of the total construction dollars,
- 70% of total construction miles and,
- 79 % of total labor hours over the 14 years.

As the above table clearly shows, the man-hours to complete a mile of highway are 40 % lower in the *high wage* states - in spite of an 81% higher wage rate.

And total dollar costs per mile between low wage and high wage states are 11 % less expensive in high wage states when compared to an 81 % wage rate differential.

The bottom line: The use of higher paid; higher skilled workers reaped an average $123,057 per mile savings in the high wage states. This is despite the fact that rates in these states averaged $17.64 an hour compared to $9.21 per hour in lower wage states.

Higher skilled productive workers are the key to a project's cost-effectiveness.

This study documents that there is only minimal correlation between the hourly wage rate paid to labor and the cost of a mile of highway.

Moreover, the limited correlation which does exists indicates that the relationship is inverse - higher hourly rates tend to equate to lower highway cost per mile.

CLRC's Gasperow explains that the amount/cost of any *single* factor in highway construction - various mixes of equipment, labor, materials and management - reveals little about total cost.

Up to a point, factors are substitutes for each other because they may be exchanged. Similarly, within a factor category, there may be substitutes.

For example, workers with varying skill levels may be utilized. Although there are higher costs per unit of time for the more highly skilled, these workers require fewer labor inputs. Therefore, if the gain in output per unit of time exceeds the premium paid to the more highly skilled worker, this becomes a more cost-effective alternative.

The analysis of FHA data documents the impact on highway costs of utilizing various amounts of labor inputs at varying hourly rates. Gasperow explains: "It substantiates the lack of correlation between labor inputted into a mile of highway and total cost of project. "Using higher skilled, higher hourly cost labor substantially lowers the required labor inputs - often to the extent that cost per mile is lower when paying higher hourly labor rates.

Gasperow's conclusion: "There is no basis to the claim that lower wage rates result in lower construction costs.

[illegible] see a full copy of the information above, contact the National Alliance for Fair Contracting and ask for a copy of the publication titled "Wages, Productivity, and Highway Construction Costs" [illegible] Plaza [illegible] 325, Springfield, IL 62701
Phone: (866) 523-[illegible]
Fax: (217) 522-6588

ADVANTAGES OF PREVAILING WAGE BENEFITS

FAMILY HEALTH CARE - Provides health care for employees and their families, therefore eliminating the need to seek benefits from tax subsidized health care facilities such as the Regional Medical Center and Tenn-Care

With health care, employees continue to be productive workers which in turn enables them to be productive citizens

PENSION / RETIREMENT - Allows employees to retire with dignity, having adequate income to support the local economy

Retired workers can afford to spend part of their income in local shops, restaurants, and pay local taxes.

APPRENTICESHIP TRAINING - Promotes sound investment in human capital and in our physical infrastructure, thus allowing economical development and national security

Establishes an upward mobile track for minority members of the community to advance into higher paying occupations through BAT (United States Department of Labor) approved programs

SUMMARY - Prevents local labor standards from being artificially depressed by competition for construction contracts, thus preserving local area labor standards. This will significantly reduce the demand for tax subsidized programs, ranging from financial aid to college students to food stamps

Reduces worker compensation costs by providing skilled, trained and dedicated workers who are trained to work safely. Better project safety and quality mean fewer risks of environmental or health disasters to communities

Prevents big government and big business from undercutting local wages, therefore protecting local and private industry and apprenticeship programs

Gives protection to all workers, regardless of race or ethnicity

PREVAILING WAGE & BENEFITS

REDUCES CONSTRUCTION COST BY ENCOURGING THE USE OF MORE QUALIFIED AND PRODUCTIVE WORKERS

PROTECTS LOCAL JOBS BY PREVENTING OUTSIDE CONTRACTORS FROM DUMPING CHEAP LABOR IN THE MARKET

ASSURES QUALITY CONSTRUCTION & REDUCES DELAYS AND OVERRUNS

HELPS MAINTAIN LOCAL TAX BASE

PROVIDES STABILITY IN THE CONSTRUCTION INDUSTRY

INCREASES COMPETITION

ENCOURAGES APPRENTICESHIP TRAINING PROGRAMS

PROVIDES FOR HEALTH CARE

FAIR FOR ALL

Memphis Wage Advisory Council

Volunteer Inspector Program

Memphis Wage Advisory Council (MWAC)

3035 Directors Row, B - 1207

Memphis, TN 38131

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Mission Statement

The Memphis Wage Advisory Council mission is to work together with people of faith, local communities, governmental agencies, and other organizations to educate construction workers about the wages and benefits they are entitled to under local state, and federal prevailing wage laws, and assist them in receiving these wages and benefits.

Policies

Conflict of interest

Workers Interfaith Network shall enter into no contract between itself and one or more of its members, directors, or officers or between itself and any other corporation, partnership, association, or other organization in which one of more of our directors or officers are directors or officers, or have a financial interest, unless:

1. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Workers Interfaith Network Board of Directors and the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors even though the disinterested directors are less than a quorum;

2. The material facts as to this relationship or interest and as to the contract or truncation are disclosed or are known to the members entitled to vote thereon, if any, and the contract or transaction is specifically approved in good faith by vote of such members; or

3. The contract or transaction is fair as to Workers Interfaith Network as of the time it is authorized, approved, or ratified by the Board of Directors or the members.

Code of Conduct

We, the staff and volunteers of Workers Interfaith Network (WIN), in order to conduct ourselves in ways that consistently benefit workers, our organization, and the community at large, pledge ourselves to the following code:

1. The integrity of the group is dependent on the individual integrity of each member. As far as possible, we will keep our commitments, and if we find ourselves unable to do so, we will promptly communicate that to all concerned.

2. Bearing that each of us acts as an ambassador for WIN, we will conduct ourselves in a professional and courteous manner.

3. Even in circumstances when we are not treated respectfully by another person, we will not use profanity or denigrate another person.

   We will abide by the organizations dress code policy.

5. While representing WIN, we will refrain from the consumption or use of all alcohol, tobacco products and illegal substances. The only exception to this is fundraising receptions or events where alcohol is being served as part of the event, and the volunteer or staff person is not expected to drive.
6. When volunteering in cooperation with another agency or government entity, we will respect any additional requirements the partnering agency or entity places upon us.

Policy

As representatives of the faith community and of WIN, we will dress appropriately, whether we are volunteering in the office, at a worksite, or in a public leadership role.

1. In public leadership roles (i.e. public speaking, press conferences, etc.) appropriate clothing for men includes a pressed shirt and tie, dress slacks, and dress shoes. Appropriate clothing for women includes a blouse, dress skirt or slacks, and/or a tailored dress and dress shoes.
2. At worksites, and at rallies or similar events, although more casual dress is appropriate, staff and volunteers representing the organization must look neat and clean. A WIN tee-shirt is appropriate in this setting.
3. In the office, more casual dress is permitted, but staff and volunteers should look neat and clean at all times.
4. In all settings, the following are not appropriate: suggestive attire (including shirts with spaghetti straps, halter tops, skin-tight pants); heavily worn or ripped clothing; athletic attire; or beach wear (including flip flops).

Membership

Participants in MWAC must be members in good standing of Workers Interfaith Network, which requires a minimum of $30.00 annual membership donation. In addition participants in MWAC's Volunteer Inspector Program must be persons who are current or past employees in the construction business, and/or have experience in ensuring compliance with local and federal labor laws. Persons join MWAC by making a commitment to volunteer at least 4 hours per month to check compliance at job sites covered by prevailing wage laws.

Volunteer Inspector Program

City of Memphis Proposal

For the past nine years, the City of Memphis Prevailing Wage Ordinance has proven to be beneficial not only to individual workers but as a crucial first step in raising the standard of living in our community. By guaranteeing certain wages and benefits to workers, the Prevailing Wage Ordinance brings the highest standards of quality and craftsmanship to construction contracts awarded by the City of Memphis.

The first sentence found in the Prevailing Wage Policy simply states, "The City of Memphis promotes the economic and beneficial development of the City of Memphis." The Prevailing Wage Ordinance is one of many ordinances that make this statement true, and although it has proven to be effective, there is room for improvement. Limited staff and budget cuts have prevented full implementation of the ordinance. Without assistance, it is difficult for current staff to ensure compliance with both the Prevailing Wage and Living Wage Ordinances.

This correspondence outlines the purpose, objectives, procedures, and responsibilities, which we believe provide a no cost solution that allows the Prevailing Wage Ordinance to reach its fullest potential.

PURPOSE

To set forth certain agreements between the Memphis Wage Advisory Council and the City of Memphis regarding the monitoring of the Prevailing Wage Ordinance.

OBJECTIVE

Develop and Implement a Cooperative Endeavor into the City of Memphis Prevailing Wage Ordinance for the purpose of using volunteers from the Memphis Wage Advisory Council (MWAC) to perform job site interviews at the direction of the Prevailing Wage Commission. The Memphis Wage Advisory Council will provide professional assistance related to the compliance on said ordinance. Success of this partnership is dependent not only the City of Memphis incurring no cost and no liability but also the parties willingness to work as a team.

MISCELLANEOUS PROVISIONS

a) Indemnification

The Memphis Wage Advisory Council shall indemnify and save harmless the City of Memphis, TN, against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City of Memphis for loss of life or injury or damage of persons or property growing out of, resulting from, or by reason of any act of omission of the operation of the Memphis Wage Advisory Council, their agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Memphis Wage Advisory Council hereunder, and shall also hold the City of Memphis harmless from any and all claims and/or liens for labor, services, or materials furnished to the Memphis Wage Advisory Council in connection with the performance of their obligation under this agreement.

b) The Memphis Wage Advisory Council herein expressly agrees and acknowledges that they are an independent non-profit Organization and as such, it is expressly agreed and understood between the parties hereto, in entering into this Cooperative Endeavor agreement, that the City of Memphis shall not be liable to the Memphis Wage Advisory Council for any benefits or coverage, or to anyone who is a volunteer of the Memphis Wage Advisory Council and they shall not be considered an employee of the City of Memphis for the purpose of Worker's Compensation coverage.

THE MEMPHIS WAGE ADVISORY COUNCIL'S RESPONSIBLITIES

a) The Memphis Wage Advisory Council will assist the City of Memphis in inspecting sites on a voluntary basis.

b) The Memphis Wage Advisory Council will make available a minimum of (4) inspector to the City of Memphis, who will, as needed, visit City of Memphis Prevailing Wage project sites.

c) The inspectors will have the responsibility to enter identified projects for the purpose of conducting an objective standard interview and job site inspection using standard forms provided. The information compiled by inspectors will be forwarded to the Prevailing Wage office within 48 hours of the job site visit.

d) The inspectors will fill out an observation form after each site visit that will be provided by the City of Memphis.

CITY OF MEMPHIS'S RESPONSIBLITIES

a) The City of Memphis is responsible for the monitoring and enforcing of the Prevailing Wage Ordinance.

b) The City of Memphis through the Prevailing Wage Project Manager will provide each inspector with observation forms to fill out after each site visit.

c) The City of Memphis through the Prevailing Wage Project Manager is responsible for the enforcement of the Prevailing Wage Ordinance 5014 and its amendments pursuant to the City of Memphis Code.

d) If the Prevailing Wage Project Manager determines that a violation has occurred, then the department will follow the process that has been outlined within the applicable Ordinance and notify all parties involved.

OFFICE OF THE MAYOR
160 N. MAIN STREET, SUITE 850
901-545-5468

TO: A C Wharton, Jr., Mayor

FROM: Sybille S. Noble
Executive Assistant to the Mayor

DATE: October 30, 2007

RE: Prevailing Wage Ordinance for Shelby County

A couple of months ago, you asked that I act as point person in a discussion of a prevailing wage ordinance for Shelby County. I have now reviewed a considerable amount of literature on prevailing wage. My conclusion is that there are sufficient justifications for implementation of a prevailing wage ordinance and not many arguments against.

Direct Costs of Prevailing Wage Laws

Because prevailing wage laws dictate the wages and benefits paid to construction workers on public projects, the strongest voices against prevailing wage laws are those who believe that (i) free market forces ought to dictate wages, and (ii) mandated wage rates artificially increase the costs of public projects, with estimates ranging from 10%-30%. However, the preponderance body of available research has found that prevailing wage laws do not have a statistically significant impact on the total cost of public construction projects. Studies have shown that when such a program is first introduced there may be a period of adjustment in order to obtain the level of efficiency needed to affect the higher labor costs. But over/time (as little as 17 months following implementation), higher workforce efficiency prevails and overall project cost increases become insignificant.[1]

In theory, the higher wage mandates drive employers to hire more skilled workers. These skilled workers have higher productivity and produce higher quality work. At least one

[1] Kevin Duncan, Peter Philips and Mark Prus, "Prevailing wage legislation and public school construction efficiency: a stochastic frontier approach," Construction Management and Economics 631 (2006).

study has shown a correlation between prevailing wage laws and the reduction in cost overruns.[2]

Skills Development

Prevailing wage laws are believed to contribute to more workforce training. In the construction industry, where tradesmen generally do not work for one employer, but move from employer to employer, there is arguably no strong incentive for job training. Given the weak employer-employee relationship, proponents argue that there must be an incentive imposed by the government that rewards skills training. Prevailing wage laws provide that incentive. If every employer quotes the same labor rates, then the price differential would have to be based on other factors, like efficiency. If higher skilled employees are more efficient, then the prevailing wage laws work to provide incentives for skills development. This is training that would not have been provided if price competition rates existed.

The higher wages traditionally paid to union workers help to support the unions' apprenticeship programs that also contribute to a more highly skilled workforce in the construction industry. Without the higher prevailing wage typically paid by unions, no single employer has an incentive to invest in the long term training of an employee. This is despite the fact that the construction industry needs highly skilled workers. This is deemed to be a "market failure" that prevailing wage laws are thought to correct.

Social Costs

Studies also exist to support the view that prevailing wage laws reduce construction injuries and workers' compensation costs,[3] raise health and pension coverage for construction workers,[4] and minimize the shifting of health coverage and pension coverage for construction workers.[5]

Prevailing wage laws have been shown to have a significant increase in both wages and benefits as a percentage of compensation. In prevailing wage law jurisdictions,

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[2] Peter Philip, et.ol, "Losing Ground : Lesson from the Repeal of Nine Litter Davis Bacon Acts," Working Paper, 1995, pp. 2-3.

[3] Hamid Azari-Rad, "Prevailing Wage Laws and Injury Rates in Construction," in The Economics of Prevailing Wage Laws, eds. Hamid Azari-Rad, Peter Philips and Mark J. Prus (Ashgate: Burlington, VT).

[4] Jeffrey S. Petersen, "Health Care and Pension Benefits for Construction Workers: The Role of Prevailing Wage Laws," Industrial Relations, vol.39 no. 2 (April 2000) : 246-264

[5] C. Jeffrey Waddoups, "Health Care Subsidies in Construction: Does the Public Sector Subsidize Low Wage Contractors?" in The Economics of Prevailing Wage Laws, eds. Hamid Azari-Rad, Peter Philips and Mark J. Prus (Ashgate: Burlington, VT) 2005, PP. 198-211

employers generally seek out jointly managed health and welfare programs to meet their obligations. Although most statutes or ordinances allow an employer to increase wages in lieu of providing health benefits, there is a tax law incentive in providing the benefits. By increasing the number of insures under prevailing wage laws, a government entity reduces the socialized cost of providing health care to the uninsured through safety net hospitals like The Med. Without the requirement on employers to provide health benefits, the tax paying public bears the cost.

Prevailing wage laws have also shown to contribute to a reduction in construction injuries. In one study comparing statistics of states that had prevailing wages with those that did, the author found that non-prevailing wage states had a statistically significant 5% to 9% higher injury rate. When Kentucky suspended the coverage of schools under its prevailing wage law, there was an 11% increase in serious injuries and a 16% increase in lost days per serious injury. When Utah's prevailing wage laws were repealed, injury rates went up 14% overall, serious injury rates went up 15%, and the number of lost days increased 12%. These worker compensation costs are likely borne by the public in the form of higher workers' compensation premiums and higher costs of uninsured health coverage. In explaining the correlation between prevailing wage rates and social costs, SUNY-New Paltz economics professor Hamid Azari-Rad demonstrated how prevailing wage requirements set in motion a causal chain of higher wages, better training, safer construction work, the retention of experienced workers, and an environment where other regulations such as tax laws, insurance coverage and safety rules are followed.[6] Construction companies that compete on cheapening labor, posited Azari-Rad, also tend to circumvent workers' compensation coverage, a development that reduces the incentive to create a safe workplace and shift the costs of workers compensation to other employers.

Economic Development

There are also economic development arguments associated with prevailing wage laws. Undoubtedly, prevailing wage laws increase wages, but they also encourage the development of a high-skill, high-wage economy that provides decent health and pension benefits and economic security to workers. While there is no income tax in Tennessee or Shelby County, higher wages have a direct influence on sales tax revenue.[7]

Also, where competition for jobs is not based on the cost of labor, there is less opportunity for out of state construction companies using cheap labor to win bids. When

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[6] Azari-Rad, supra note 3.

[7]See, e.g., Michael Greenberg, et al., "Evaluating the Economic Effects of a new State-Funded School Building Program: the Prevailing Wage Issue," 28 Evaluation and Program Planning 33, 33-45 (2005). The authors found that their economic models suggested that compliance with the state prevailing wage las in a $10 billion school construction program in New Jersey would generate $1.3 billion in state tax revenues

labor is constant, there is a more conducive bidding environment for local contractors using local workers.[8]

Finally, in prevailing wage jurisdictions, there is less likelihood for highly skilled workers to leave the locality in search of higher wages, and potentially skilled workers will be attracted to the field.[9]

Summary

In summary, the preponderance of the economic research supports the view that prevailing wage laws are not only good for employees working on public projects, but also for the construction industry and community as a whole.

Therefore, there is sufficient academic research to support you if you choose to pursue adoption of prevailing wage legislation.

I have attached a copy of the City of Memphis' policy for your consideration.

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[8] Lois M. Jackson, Robert Bruno, Phil Schrader, Tony Sindone, "An Evaluation of Prevailing Wage in Minnesota: Implementation, Comparability and Outcomes," Working Paper, 2006, p. 5
[9] Ibid.

Item _____

Prepared by: Michael Lewis
Human Resources Administrator

Approved by: Kelley Thomas
Assistant County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12, ARTICLE II, SECTIONS 12-26 TO 12-66 RELATIVE TO THE REGULATION OF THE CIVIL SERVICE MERIT SYSTEM. SPONSORED BY COMMISSIONER MIKE CARPENTER.

WHEREAS, Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances was created by adoption of Chapter 110 of the Private Acts of 1971, as amended by Chapter 128 of the Private Acts of 1977, and Chapter 192 of the Private Acts of 1984; and

WHEREAS, For the purpose of ensuring that the provisions of the Shelby County Civil Service Merit System provide a comprehensive foundation for sound human resources policy application that supports the following: continuous efficiency and economy in providing the best level of public service for Shelby County; fair and equitable employment opportunities for employees of, and applicants for employment with Shelby County; continuous integrity and uniformity of policies and procedures; and sensible and ethical standards of employment conduct for all levels and categories of employment; and

WHEREAS, Based on the foregoing, the Civil Service Merit System should be amended at this time as set forth in Exhibit "A" attached hereto and incorporated herein by reference, by replacing in its entirety Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE THAT, Article II, Sections 12-26 to 12-66 of the Shelby County Code of Ordinances be and the same is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED, That the County Attorney's Office shall insert the effective date of the revisions upon passage where specified in Article II, Section 12-38 (b) and (c).

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

_____
Chairman of County Commission

_____
A C Wharton, Jr.
Shelby County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

FIRST READING: _____

SECOND READING: _____

ADOPTED THIRD READING: _____

Shelby County Code of Ordinances

Chapter 12. Employees
Article II. Civil Service Merit System

DIVISION 1.
GENERALLY

Sec. 12-26. Definitions.
The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator of human resources means administrator of human resources or his/her designee.

Appointing authority means any elected official of the county or head of an office of the county government specifically charged by the appropriate elected official with the responsibility of appointing and/or dismissing personnel employed under his direction.
Board means the civil service merit board.

Classified service means those positions of employment contained in and regulated by the provisions of the civil service merit system.

Deleted:

Employee means any person employed by Shelby government and/or subject to the rules and regulations of Shelby County Government.

Deleted: appointed

Deleted: to a position or office in the classified service

Secretary means the secretary of the civil service merit board.

System means the civil service merit system of the county.

(Priv. Acts 1971, Ch. 110, § 2; Ord. No. 304, § 3, 7-25-05)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 12-27. Civil service merit system established.

There is hereby established a civil service merit system for classified employees of the county.
(Priv. Acts 1971, Ch. 110, § 1)

Sec. 12-28. Unclassified and classified services.

(a) The job positions of the county are hereby divided into the unclassified and classified services.

Deleted: civil service

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(b) Those employed in positions deemed to be included in the unclassified service are not included and not covered under the provisions of the civil service merit system. The unclassified service shall include:

_____(1) Officials elected by popular vote and persons appointed to fill vacancies in such elective offices;

_____(2) Members of duly established boards and commissions of the county;

_____(3) Any person retained by the county on a consulting basis and/or any professional person hired in his/her professional capacity as determined by the board;

_____(4) Any employee of the county whose employment is on a temporary basis;

_____(5) Any person who provides services to the county on a volunteer basis or who receives no compensation for such services;

_____(6) Such person occupying the position of department head, deputy department head, chief clerk, manager responsible for policy-making, personal assistant to a department head or personal secretary to a department head as is designated by an appointing authority and approved by the board. The intent of this provision is to restrict positions in the unclassified service to those which involve sensitive policy-making duties. In granting its approval the board shall consider this intent as well as the size of the department in question. A list of these additional positions shall be prepared and maintained by the secretary.

Deleted: (6) Any person employed by the county board of education;¶

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_____(7) All county employees of the Shelby County Head Start Program.

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The classified service shall comprise all offices and positions of employment for the county not specifically included in the unclassified service.

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(Priv. Acts 1971, Ch. 110, § 9; Priv. Acts 1984, Ch. 192, § 2; Ord. No. 281, 2-23-94)

(d) Unclassified positions are excluded from the civil service merit system and are considered non-civil service. The classified/unclassified status of a job position is determined when the job position is initially established and/or each time the duties, responsibilities and scope of the position are reviewed by human resources. The classified/unclassified status may be changed as initiated by the appointing authority upon determination by the administrator of human resources that the job position duties, scope and relationship to the appointing authority have changed significantly to warrant such change in status. The board must approve a position change from classified status to unclassified status.

Sec. 12-29. Classification plan.

(a) All offices and positions of employment included in the system shall be listed and classified and a written plan of such will be prepared and maintained.

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(b) Such classification plan will contain for each position a written description of the duties and responsibilities of each individual office or position. Each position shall be assigned to an appropriate pay grade. Written specifications will be given to each position and must include the title of the position; a general description of the duties and responsibilities of the position; the minimum requirements of education, training, experience, licensing or certification, and/or any other qualifications necessary to hold aposition within the grade. As far as practicable, the lines of promotion to and from each class should be included in the classification plan.

(Priv. Acts 1971, Ch. 110, § 10)

Sec. 12-30. Schedule of compensation.

(a) For each class of positions in the system established in the classification plan, a determination shall be made within human resources of the rates paid for similar services in both the public and private sectors, where applicable, and of other information pertaining to proper rates of compensation, and a schedule of compensation will accordingly be established. Such schedule shall show for each job classification a minimum salary rate, a maximum salary rate and such intermediate rate or rates as are equitable and proper and shall be included in the county salary administration program.

(b) The financial condition of the county and the personnel policies of the county, in addition to other relevant factors, will be taken into consideration in the assignment of a minimum rate for each class of position.

(Priv. Acts 1971, Ch. 110, § 11)

Sec. 12-31. Personnel policies.

All policies, rules and regulations regarding personnel and employees within the system shall be reduced to writing. The personnel policies of the county shall establish specific procedures for the governing and maintenance of the personnel system of the county. Such written statements of policy will set out all pertinent information concerning working conditions such as working hours, attendance, holidays, leaves of absence, vacations, compensation administration, in addition to residency requirements, minimum age requirements, programs available to employees, and any and all other information which properly may be the subject of such statement of policy.

(Priv. Acts 1971, Ch. 110, § 12)**Sec. 12-32. Employment Applications.**

Applications for employment to a classified position shall be prepared and maintained in the office of the secretary or such other public and convenient place as is designated. The forms shall require such information as will reveal the qualifications of the applicant for

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Deleted: (c) Under the provisions of this section, a class may be comprised of a single office or position

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Deleted: (c) The schedule of compensation may include, in addition to the minimum, maximum and intermediate merit rates, a rate of pay to be based on longevity of service with the county, and a rate of pay based on cost of living factors.¶

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appointment in the system. All applicants for appointment in the system will be required to complete the appropriate employment application form.

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(Priv. Acts 1971, Ch. 110, § 13)

Sec. 12-33. Employment Qualification and Selection.

Deleted: **Examination; bonus for veterans.**

(a) Open competitive and promotional selection procedures shall be prepared and conducted by or under the direction of the administrator of human resources.

Deleted: examinations

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(b) Selection procedures may include, but not be limited to, rating of training and experience; written, oral, physical or performance assessment or examination or other measures which are technically sound; or any combination as determined by the administrator of human resources.

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Deleted: tests

Deleted: personnel

(c) The examination process or selection procedures may take into consideration such factors as education, experience, relevancy of recent work experience, knowledge, skill, physical fitness or any other qualifications which are job-related, which may be applied equitably, and which in the judgment of the administrator of human resources enter into the determination of the relative suitability of applicants. The minimum performance or requirements on which eligibility is attained shall be established by the administrator of human resources. A minimum qualifying standard shall be established for each aspect of the selection process.

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(d) Any applicant for original appointment into the system achieving at least a minimum passing score on the competitive examination process, who shall have received an honorable discharge from any branch of the armed forces of the United States and who served in time of war or national emergency as declared by the President of the United States, shall be entitled to receive a bonus of additional points, the number of which to be determined by the board, which shall be added to his competitive examination score.

(Priv. Acts 1971, Ch. 110, § 14)

Sec. 12-34. Eligibility lists.

Employment and promotion eligibility lists for the various classes of positions in the system shall be maintained as are necessary or desirable to meet the needs of the system. These lists shall contain the names of persons meeting acceptable qualification standards. Certificates of eligibles drawn from these lists shall be provided, as required, to the appointing authorities for the filling of vacancies in accord with the provisions of this article.

Deleted: arranged in order of final earned ratings.

(Priv. Acts 1971, Ch. 110, § 15)

Sec. 12-35. Appointment; probationary period.

(a) Whenever a position in the classified service is to be filled, the appropriate appointing authority shall so notify the secretary. Notices shall be posted for any examinations given by the county government to establish promotion eligibility for civil service employment. Such notice shall be posted at least 30 calendar days prior to the examination.

(b) The county mayor may, upon written notice to an affected department head, waive the posting requirement of this section.

The secretary shall forward to the appointing authority a certificate of eligibles drawn from the applicants eligible for the class or grade to which such position belongs, and the appointing authority may forthwith appoint to such position one of such persons whose name appears on the certificate. If the appointing authority chooses not to appoint one of such persons whose name appears on the certificate, the appointing authority must state in writing the reason(s) and may request the secretary review the list of applicants to determine if others may be eligible who were not included on the original certificate of eligibles. If it is determined that no others were excluded from the original certificate or that those excluded are not acceptable to the appointing authority, the appointing authority may redraft the qualifications for the position and repost the position in accordance with the provisions of this Act. If the appointing authority chooses to appoint an eligible applicant, such appointment shall be for a probationary period of six months, commencing with the first working day. Certain positions require pre-service training periods greater than six months and are specifically so designated by policy under the County Personnel Management System. During the probationary period, the newly appointed employee may be dismissed with or without cause, and such dismissed employee shall have no recourse as is otherwise provided in section 12-42. Upon application of the appointing authority, the human resources administrator may extend the probationary period for any newly appointed employee for a period not to exceed an additional three months. If the employee has not been discharged prior to the expiration of the period of probation, his/her appointment to the classified service shall be deemed complete

(d)Employees who have not completed original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotional positions.

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(Priv. Acts 1971, Ch. 110, § 16)
State law references: Similar provisions, T.C.A. § 7-51-1301.

Sec. 12-36. Extraordinary and emergency appointments.

Notwithstanding the other provisions of this article, in order to prevent the stoppage of business or to meet extraordinary conditions or emergency, an appointing authority may appoint any individual to a classified position for a period not to exceed 90 calendar days and only until regular appointment can be made under the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 17)

Sec. 12-37. Provisional appointments.

(a) Should there arise an urgent or pressing need for filling a vacancy in any position in the classified service and the secretary is unable to provide the appropriate appointing authority with the name of an applicant eligible for the vacancy, the appointing authority may provisionally appoint an individual to fill the vacancy. Such provisional appointment shall continue only until an appropriate eligible list can be established and submitted to the appointing authority, but in no event for more than 90 calendar days.

(b) When, in the opinion of an appointing authority, there arises the urgent or pressing need for a new permanent position in his/her office or department not contemplated in the existing classification plan, he may provisionally appoint an individual to fill such position. Such provisional appointment shall continue only until the classification plan can be amended to include such position, if same is found to be necessary or desirable, and regular appointment can be made under the provisions of this article. Immediately following such provisional appointment, the necessity or desirability of inclusion of such position within the system shall be studied and determined. In no event shall such provisional appointment exceed 90 calendar days.

(Priv. Acts 1971, Ch. 110, § 18)

Sec. 12-38. Promotion.

(a) Vacancies occurring in the classified service may be filled by the promotion of those officers and employees of a lesser class of position within the system who are otherwise qualified for the position and certified as eligible by the secretary. In filling any vacancy arising in an office or department, an appointing authority may not restrict his/her consideration of applicants to those individuals presently in the classified service.

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(b) Following a promotional appointment, the promoted employee shall serve a three-month probationary period in that position, at the successful completion of which the promotion shall be deemed complete. A performance evaluation shall be required for the probationary employee covered by this provision no later than 60 days from the effective date of the promotion. However, promotion to certain positions requiring a specific pre-service training period will be governed by the established pre-service training period for the position. Should the appointing authority determine that the service of an employee in a position to which he was promoted is unsatisfactory within the three-month probationary period, he/she shall reinstate the employee to the position which he/she occupied immediately prior to the promotion. However, for employees hired after (specific date ordinance revisions become effective will be inserted upon passage), if the position is unavailable, the employee will be placed on unpaid leave for up to 90 calendar days to allow the employee to apply for other available positions for which the employee is qualified. Unsuccessful placement in the classified service during the 90 day period will result in employment separation.

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(c) Should the promotion of any employee result in his/her exclusion from the classified service, he/she shall thereafter be entitled to reinstatement in the system at the same or equivalent position which he/she held immediately prior to the promotion, upon 30 calendar days' notice to the board of his/her desire to be reinstated in the system. Provided, however, the aforementioned notice to the board must be given no later than 60 calendar days after the date of the correspondence notifying the employee that the appointment has been terminated and/or discontinued. Additionally, this privilege shall not be granted to any employee who has been terminated from employment because of a conviction or a guilty plea to a misdemeanor involving either theft or act of moral turpitude or a felony associated with his/her employment with Shelby County Government. The limitations to the privilege of fall-back rights shall be applied prospectively from the date of enactment, not retroactively.

However, the following limitations set forth below regarding fall-back rights shall be applied prospectively to employees who accept positions in the unclassified service after July 1, 2009. For such employees, fallback rights are only applicable if all of the following conditions are met:

1. Current position assignment in the unclassified service must have occurred immediately from classified service under the control of the same appointing authority.
2. Total length of service in the unclassified service is not greater than the total length of service in the classified service.
3. Total length of service in the unclassified service is not greater than 2 consecutive full terms of the appointing authority.

Equivalent classification level means a salary grade not less than the last salary grade held in the classified service. Pay rate upon fallback in the same salary grade level will not be less than the average pay of the employees in that grade under the appointing authority, but not less than the pay rate earned by the employee in the last classified service position held. Pay rate upon fallback in a higher salary grade will be determined by established rule covering initial assignment (new hire) under the existing county salary policy at the time of fallback. Should a position at an equivalent or lesser classification level be unavailable, the employee will be placed on unpaid leave for up to 90 calendar days to allow the employee to apply for other available positions for which the employee is qualified. Unsuccessful placement in the classified service during the 90 day period will result in employment separation.

(d) Employees who have not completed original appointment probation, including extended original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotion positions.

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(Priv. Acts 1971, Ch. 110, § 19; Priv. Acts 1984, Ch. 192, § 3; Ord. No. 293, 1-10-05)

Sec. 12-39. Service rating.

The secretary, in cooperation with the various appointing authorities of the county, shall prepare formal procedures for rating the performance of the individual employees in the system. Rating procedures shall be so designed as to give a fair evaluation of the quality and quantity of the employee's work performed. The service rating for the individual employee will be based on periodic reports of the appointing authority and made on no less than an annual basis. No employee will be eligible for a promotion in rank or compensation who does not maintain a satisfactory service rating. An unsatisfactory service rating may be a basis for disciplinary action to be taken against the employee. Employee competency in performing job responsibilities may be a factor in making pay adjustments within the structure of the county salary administration program. Nothing in this provision shall prevent the appointing authority from utilizing additional management tools to measure employee performance and providing feedback to employees in relation to the quality or improvement of the employee's job performance.

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(Priv. Acts 1971, Ch. 110, § 20)

Sec. 12-40. Appointments permanent.

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Except as otherwise provided in this article, no employee in the classified service who is not a durational employee and who shall have successfully completed the prescribed period of probation and therefore shall have been permanently appointed or inducted into the system under the provisions of this article shall be dismissed, suspended, demoted or subjected to other discipline, except for cause.

(Priv. Acts 1971, Ch. 110, § 21)

Sec. 12-41. Disciplinary action.

For unsatisfactory performance of duties or other just cause, an employee in the classified service may be subject to the following discipline by the appointing authority:

(1) Reprimand;
(2) Suspension without pay for a period not to exceed 30 calendar days;
(3) Demotion to a lower classification;
(4) Dismissal from service;
(5) Retirement under the terms of the retirement law (T.C.A. § 8-35-101 et seq.), as applicable.

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(Priv. Acts 1971, Ch. 110, § 22)

Sec. 12-42. Reply to discipline; appeal from discipline.

(a) Any employee in the system may be subjected to discipline, as provided in section 12-41, by the appointing authority, after his/her appointment or promotion is complete by written order stating specifically the reasons for such discipline. Such order shall be signed by the appointing authority, or his/her designee, and directed to the individual

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employee involved and a copy thereof directed to the secretary for inclusion in a permanent service record to be maintained for each employee in the system. Any employee so disciplined may respond, by directing a reply in writing to the secretary within 7 calendar days of receipt of the order of discipline, with a copy of such reply to the appointing authority. Such reply of the employee shall be maintained in his/her permanent service record.

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(b) Any employee demoted in rank or compensation, suspended without pay for a period exceeding 10 calendar days, or dismissed, may, within 7 calendar days after service of the order of demotion, suspension or dismissal as hereinabove provided, appeal to the board.

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(c) Immediately upon service of any order of suspension or dismissal, the employee shall stand relieved of all duties of his/her office and shall not reassume such duties until the expiration of any suspension or until reinstated from suspension or dismissal by the board. Immediately upon service of any order of demotion in rank or compensation, the employee shall assume the rank or rate of compensation to which he was demoted.

(d) The board shall, within a maximum of 45 calendar days from the filing of the appeal, commence a hearing hereon and shall thereupon fully hear and determine the matter and shall affirm, modify or revoke such order of discipline. Modification of level of discipline shall only be made when a minimum of four board members favor the modification. A hearing may be postponed or continued upon the written request of the employee and/or the written or oral request of the employee's attorney. The appellant shall be entitled to appear personally, to produce evidence, and to have counsel and to a public hearing. The finding and decision of the board shall be certified to the appointing authority from whose order the appeal is taken and shall forthwith be enforced and followed by him, but no such demotion, suspension or dismissal, if appealed to the board, shall be considered final until the finding and decision of the board shall be so certified. Any form of discipline not appealed to the board shall be so certified. Any form of discipline not appealed to the board shall be considered final as of the date of the service of the order of discipline on the employee.

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(e) The board is required to establish written procedures necessary for the efficient administration of the appeal process set forth in this section. Such written procedures are to be approved by the board of county commissioners.

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(Priv. Acts 1971, Ch. 110, § 23; Priv. Acts 1979, Ch. 97, § 2; Priv. Acts 1984, Ch. 192, § 4; Ord. No. 69, § 1, 4-9-90; Ord. No. 304, § 1, 7-25-05)

Sec. 12-43. Appeal from decision of board.

Within 60 calendar days following the publication of the decision of the board on any matter heard by it, either the involved employee or the appointing authority from whose order the appeal was taken may appeal the decision of the board to the circuit court or chancery court of the county.

(Priv. Acts 1971, Ch. 110, § 24; Ord. No. 304, § 2, 7-25-05)

Sec. 12-44. Layoff.

Notwithstanding the other provisions of this article, if conditions in any department or office of the county or the financial condition of the county necessitates a reduction in the work force, the required reduction shall be made in such class or classes as the appointing authority designates. The determination as to which employees within a particular class are to be laid off rests with the sound discretion of the appointing authority and will be based on such considerations as service ratings, seniority and other relevant factors.
(Priv. Acts 1971, Ch. 110, § 25)

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Deleted: Any employee laid off or temporarily demoted to a lower class of position under this section shall be given priority over other applicants to reinstatement to his former position or to a comparable position in the system.¶

Sec. 12-45. Discrimination prohibited.

All appointments and promotions in the system, except as otherwise provided under the provisions of this article, shall be on the basis of competitive examination, and no person in the system or seeking admission thereto shall be appointed, disciplined or dismissed, or in any way favored or discriminated against because of his/her political affiliation, sex, race, color, creed, age, religious belief or national origin. This section does not apply to membership in any organization which has advocated or does advocate disloyalty to or the violent overthrow of the government of the United States or any subdivision thereof.
(Priv. Acts 1971, Ch. 110, § 26)
State law references: Similar provisions, T.C.A. § 4-21-401.

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Sec. 12-46. Political activity prohibited.

(a) No employee in the classified service may be required or directed, either directly or by implication, to contribute or solicit funds for any political candidate, political party, or political activity, nor may such employee be required or directed, in any capacity whatever, to serve or assist a political candidate, political party or political activity.

(b)Every employee will have the right freely to express his/her views as a citizen and to cast his vote. Coercion for political purposes of and by employees of federally aided programs and the use of their positions for political purposes will be prohibited. Participation in partisan political activity by any employee subject to these standards will be prohibited with respect to activity prohibited in federally grant-aided programs under the Federal Hatch Political Activities Act, as amended (5 U.S.C. 1501-1508).
(c)This section is not intended to nor does it deprive any employee from voluntary participation in such proper political activity as is allowed by the policy of the county.

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(Priv. Acts 1971, Ch. 110, § 27)

Sec. 12-47. Status of employees on effective date of system.

On the date which the system takes effect, any employee of the county, whose position is to be included in the classified service, shall be appointed to retain his/her position without being required to take a competitive examination. The appointment of any such employee who has held his/her position for more than six months prior to the effective date of the system shall be deemed complete and he shall hold his/her position until discharged or reduced in accordance with the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 28)

Sec. 12-48. Contrary provisions of T.C.A. § 8-20-109 not applicable.

Insofar as T.C.A. § 8-20-109 is contrary to the provisions of this article, T.C.A. § 8-20-109 shall not apply to the county.
(Priv. Acts 1971, Ch. 110, § 29)
Secs. 12-49--12-60. Reserved.

DIVISION 2.
CIVIL SERVICE MERIT BOARD*

Sec. 12-61. Created; composition.

There is hereby created in the county a civil service merit board composed of five members and one alternate.
(Priv. Acts 1971, Ch. 110, § 3)

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Sec. 12-62. Election to board; term; vacancies; qualification of members; removal of members.

(a) The county mayor, the county sheriff, the county trustee, the register, the county clerk, the assessor of property, the chairman of the board of county commissioners, the chancery court clerk and master, the criminal court clerk, the circuit court clerk, the general sessions court clerk, the probate court clerk, the juvenile court judge, and the juvenile court clerk shall be entitled to vote in the election of the members and alternate of the civil service merit board. The chairman of the board of county commissioners shall give each such official at least 10 business days' notice in writing of the designated time and place of this meeting. Such notice shall state that the purpose of this meeting is to be the election of the members and alternate to the civil service merit board.

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(b) Nominations for the positions of member and alternate of the board may be made by any official entitled to vote in such election, and such nominations must be submitted in writing to the chairman of the board of county commissioners not less than 5 business days prior to the election meeting. The chairman of the board of county commissioners shall, not less than 2 business days prior to the election meeting, give each of those officials entitled to vote in the election a list of all nominations for the positions of board members and alternate.

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(c) The elected officials of the county entitled to vote shall, by a majority vote of those present, elect five board members and one alternate, who shall take office upon the effective date of the system and who shall serve for the following terms: two members for a term of one year; two members for a term of two years, and one member for a term of three years and one alternate for a term of one year. Subsequent to the initial terms of board members, as provided in this section, each member thereafter appointed to the board shall serve for a term of three years. Vacancies on the board caused by the expiration of the terms of its members or alternate will be filled by election in the same manner as set out in this section for the initial appointment of members. Any vacancy occurring on the board other than those due to the expiration shall be filled for the unexpired term by a majority vote of the remaining board members. Each board member or alternate shall serve until his/her successor is appointed and qualified. No person shall be eligible to serve as a member or alternate of the board:

(1) Who is under the age of 18 years.
(2) Who resides outside the county.
(3) Who holds any elected or appointive office of the county.
(4) Who is an employee of the county.
(5) Who is an officer of any organized political party.

(d) Any member or alternate of the board may be removed for just cause during his/her term of office by a two-thirds vote of the body which elected the board member or alternate, but only after such board member shall have been served with a statement in writing of the reasons alleged to justify his/her removal, and only after such member or alternate is allowed an opportunity to be represented and publicly heard in his/her defense before the board which elected the board member or alternate. Failure to attend three consecutive meetings of the board for reason other than death in the family or personal illness may, by a majority vote of the remaining board members, constitute just cause for removal and shall serve as constructive resignation from the board. The vacancy shall then be filled as prescribed in this section.

(Priv. Acts 1971, Ch. 110, § 4; Priv. Acts 1979, Ch. 96, § 1; Priv. Acts 1984, Ch. 192, § 1; Ord. No. 45, 5-22-89)

Sec. 12-63. Meetings; election of chairman; designation of secretary.

(a) By a majority vote of all board members, the board shall elect a chairman for a term of one year who will preside at all subsequent meetings during his/her term. Thereafter, the board will so elect a chairman upon the expiration of the former chairman's term. The board shall determine the order for business at its meetings and shall make such rules and procedures as it deems necessary for the efficient and orderly conduct of its meetings.

(b) The board shall also designate the time and place within the county for its regularly scheduled meetings. The board, in addition to its regularly scheduled meetings, shall also convene:

(1) At the call of the chairman;
(2) At the call of any three board members; or
(3) Upon five days' notice in writing to each board member by any appointing authority of the county, which written notice may be waived by the concurrence of all five members of the board.

(c) At all meetings of the board, the presence of any three members of the board shall constitute a quorum for the transaction of the business of the board.

(d) The board shall appoint the administrator of personnel named by the county mayor to be the secretary of the civil service merit board. The secretary shall record the proceedings of each meeting and shall render such assistance to the board as is required.

(Priv. Acts 1971, Ch. 110, § 5)

Sec. 12-64. Powers and duties.

The powers and duties of the civil service merit board shall be as follows:

(1) To promulgate such information as it deems expedient to promote public understanding of purpose, policies, and practices of the system;

(2) To forward to the secretary and to the county legislative body any recommendations concerning the policies, plans, processes and effective administration of the system;

(3) To review the classification plan, compensation plan and to make recommendations to the secretary and to the board of county commissioners regarding their adoption and/or revision;

(4) To hear the appeal of any employee in the classified civil service following his/her removal, suspension or reduction in rank or compensation by the appointing authority, as provided in section 12-42;

(5) To establish such rules and regulations as are adapted to and necessary for the efficient administration of this article;

(6) To investigate, by itself or otherwise, the enforcement of the provisions of this article, and the rules and procedures duly authorized for the administration of the system. The board shall also investigate as appropriate any appeals made to the board by employees in classified positions. In the course of such investigations, the board shall have the power to administer oaths and to secure, by subpoena in the name of the county, the attendance and testimony of witnesses and the production of books and papers relevant to such investigation.

(Priv. Acts 1971, Ch. 110, § 6; Priv. Acts 1984, Ch. 192, § 1)

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Sec. 12-65. Compensation of board members and alternate.

The board of county commissioners shall set the compensation of the members and alternate of the civil service merit board.

(Priv. Acts 1971, Ch. 110, § 7; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-66. Powers and duties of secretary.

The powers and duties of the secretary shall be as follows:

(1) To prepare and maintain a position classification program for submission to the board for recommendation and to the board of county commissioners for approval.

(2) To prepare and maintain a salary administration program for the classified service for submission to the board for recommendation and to the board of county commissioners for approval.

(3) To prepare written personnel policies and regulations governing working conditions for submission to the board for review and to the board of county commissioners for approval.

(4) To make necessary amendments to and revisions of such, as required, for submission to the board for review and to the board of county commissioners for approval.

(5) To prepare and administer a selection program which stresses the reliability of all screening criteria used and relates each step of the selection process to those characteristics which will identify and fairly evaluate the relative capacity and fitness of candidates to discharge efficiently the duties of the positions to be filled.

(6) To maintain and provide to the various appointing authorities, as required, lists of all eligible candidates for positions in the system.
(7) To maintain the preceding plans, policies and lists on a current basis, and to make them available for inspection by the public.
(8) To prepare in accordance with this article, such rules and regulations as are adapted to and necessary for the efficient administration of this article.
(9) To prepare such rules, procedures, resolutions or regulations for submission to and adoption by the board of county commissioners that would delay or suspend hiring due to the financial conditions in any department or office of the county or due to the financial condition of the county.

Except as otherwise provided in this article, the secretary shall be responsible for and shall have general supervisory authority over the administration of the system.

(Priv. Acts 1971, Ch. 110, § 8; Priv. Acts 1984, Ch. 192, § 1)

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Secs. 12-67--12-85. Reserved.

Shelby County Government

Division of Administration and Finance

To: Commissioner Joe Ford, Chairman
General Government Committee
Shelby County Board of Commissioners

From: Grace Hutchinson, Deputy Director
Division of Administration and Finance

RE: Committee Amendments to the Civil Service Ordinance from the April 8, 2009 General Government Committee

Attached is a copy of the redlined version of the Administration's proposed changes to the ordinance governing the county's Civil Service Merit System. I have also attached the document file summarizing the changes as originally proposed in the initial submission, along with the correspondence outlining changes recommended by the Unified Personnel Policy Committee at their April 2, 2009 meeting.

The following changes were adopted at the committee meeting and are summarized below:

1. Incoporate the change as recommended by the UPPC to section 12-28 (d) Change the third sentence to read as follows:
   "**The classified/unclassified status may be changed as <u>initiated</u> by the appointing authority upon determination by the administrator of human resources that the job position duties, scope and relationship to the appointing authority have changed significantly to warrant such change in status.**"

2. Incorporate the change as recommended by the UPPC to section 12-38 (b) adding the following language to this provision following the first sentence:
   "**A performance evaluation shall be required for the probationary employee covered by this provision no later than 60 days from the effective date of the promotion."**

3. Additional language will be added to section 12-38(c) about fallback rights stating the following:
   "shall be applied prospectively to employees hired after the date of the Act's revision, not retroactively." (Upon adoption by the Commission the effective date will be specified)

4. A date certain will be added to section 12-38 (b) following the language identical to that in 12-38 (c) **"to employees hired after the date of the Acct's revision (Upon adoption by the Commission, the effective date will be specified).**

The above listed items are the amendments as recommended and approved by the General Government Committee for incorporation in the following Ordinance at its first reading at the commission meeting on Monday, April 13th entitled " An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12, Article II, Section 12-26 to 12-66 relative to the regulation of the Civil Service Merit System, Sponsored by Commissioner Mike Carpenter.

Cc: Chairman Deidre Malone
All Commissioners
Christy Kinard
Steve Summerall
Mike Lewis
Kelly Thomas

Shelby County Government

Chief Administrative Office

To: Commissioner Joe Ford, Chairman
General Government Committee
Shelby County Board of Commissioners

From: Grace Hutchinson, Chair
Unified Personnel Policy Committee

RE: UPPC Recommendations on Proposed Civil Service Changes

I am forwarding to your attention the recommendations of the Unified Personnel Policy Committee (UPPC) regarding the proposed changes to the Civil Service Merit System that are being considered for first reading at the General Government Committee on Wednesday, April 8th.

The Unified Personnel Policy Committee acts in an advisory capacity on personnel policy to the County Commission. It is in this capacity that these recommendations have been forwarded to the General Government Committee for its consideration.

Cc: Chairman Deidre Malone
All Commissioners
Jim Huntzicker, CAO
Steve Summerall

Recommended Changes to the Proposed Revisions of the Civil Service System Ordinance

(Items listed below were approved as recommendations of the UPPC at the meeting on Apri1 2, 2009)

Section 12-28 (d)

Change the third sentence to read as follows:
"The classified/unclassified status may be changed as recommended by the appointing authority upon determination by the administrator of human resources that the job position duties, scope and relationship to the appointing authority have changed significantly to warrant such change in status."

Section 12- 38 (b)

Change all references from 90 calendar days to twelve months

Section 12- 38 (b)

Add the following language to this provision following the first sentence

"A performance evaluation shall be required for the probationary employee covered by this provision no later than 60 days from the effective date of the promotion."

Section 12- 38 (c)

Strike subsection # 1 in it's entirely

1. ~~Current position assignment in the unclassified service must have occurred immediately from classified service under the control of the same appointing authority.~~

Section 12- 38 (c)

Change all references in the last paragraph of this section from 90 calendar days to twelve months

Section 12- 42 (d)

Civil Service Merit Board responsibility should not be changed to limit its decision options to acceptance or rejection of the discipline as administered. The CSMB should continue to exercise the option to modify the discipline as originally administered as part of the final decision. The first sentence of this section is recommended to read as follows:

"The board shall, within a maximum of 45 calendar days from the filing of the appeal, commence a hearing heron and shall thereupon fully hear and determine the matter and shall affirm, modify or revoke such order of discipline."

CURRENT ARTICLE II.

CIVIL SERVICE MERIT SYSTEM

ARTICLE I. IN GENERAL

Secs. 12-1—12-25. Reserved.

ARTICLE II. CIVIL SERVICE MERIT SYSTEM*

DIVISION 1. GENERALLY

Sec. 12-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator of human resources means administrator of human resources or his/her designee.

Appointing authority means any elected official of the county or head of an office of the county government specifically charged by the appropriate elected official with the responsibility of appointing and/or dismissing personnel employed under his direction.

Board means the civil service merit board.

Classified service means those positions of employment contained in the civil service merit system.

Employee means any person appointed to a position or office in the classified service.

Secretary means the secretary of the civil service merit board.

System means the civil service merit system of the county. (Priv. Acts 1971, Ch. 110, § 2; Ord. No. 304, § 3, 7-25-05)

Cross reference—Definitions and rules of construction generally, § 1-2.

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*NOTES:

1. Ch. 110 was amended by Ch. 128, Pvt. 1977 to make it compatible with the Shelby County Restructure Act (Ch. 260, Pvt. 1974).

2. The alternate position on the civil service merit board was created by Ch. 292, Pvt. 1980.

Sec. 12-27. Civil service merit system established.

There is hereby established a civil service merit system for employees of the county.
(Priv. Acts 1971, Ch. 110, § 1)

Sec. 12-28. Unclassified and classified services.

(a) The civil service of the county is hereby divided into the unclassified and classified services.

(b) The unclassified service shall include:

(1) Officials elected by popular vote and persons appointed to fill vacancies in such elective offices;

(2) Members of duly established boards and commissions of the county;

(3) Any person retained by the county on a consulting basis and any professional person hired in his professional capacity as determined by the board;

(4) Any employee of the county whose employment is on a temporary basis;

(5) Any person who provides services to the county on a volunteer basis or who receives no compensation for such services;

(6) Any person employed by the county board of education;

(7) Such person occupying the position of department head, deputy department head, chief clerk, personal assistant to a department head or personal secretary to a department head as is designated by an appointing authority and approved by the board. The intent of this provision is to restrict positions in the unclassified service to those which involve sensitive policy-making duties. In granting its approval the board shall consider this intent as well as the size of the department in question. A list of these additional positions shall be prepared and maintained by the secretary.

(8) All county employees of the Shelby County Head Start Program.

(c) The classified service shall comprise all offices and positions of employment for the county not specifically included in the unclassified service.
(Priv. Acts 1971, Ch. 110, § 9; Priv. Acts 1984, Ch. 192, § 2; Ord. No. 281, 2-23-94)

Sec. 12-29. Classification plan.

(a) All offices and positions of employment included in the system shall be listed and classed and a written plan of such will be prepared and maintained.

(b) Such classification plan will contain a description of the duties and responsibilities of each individual office or position. Each office or position shall be assigned to an appropriate class of positions, each class consisting of those offices or positions which have the same or reasonably similar duties and responsibilities. Written specifications will be given to each class and must include the title of the class; a general description of the duties and responsibilities of the offices and positions within the class; the minimum requirements of education, training, experience, licensing or certification, and any other qualifications necessary to hold an office or position within the class. As far as practicable, the lines of promotion to and from each class should be included in the classification plan.

(c) Under the provisions of this section, a class may be comprised of a single office or position.
(Priv. Acts 1971, Ch. 110, § 10)

Sec. 12-30. Schedule of compensation.

(a) For each class of positions established in the classification plan, a study shall be made of the rates paid for similar services elsewhere and of other information pertaining to proper rates of compensation, and a schedule of compensation will accordingly be established. Such schedule shall show for each class a minimum salary rate, a maximum salary rate and such intermediate rate or rates as are equitable and proper.

(b) The financial condition of the county and the personnel policies of the county, in addition to other relevant factors, will be taken into consideration in the assignment of a minimum rate for each class of position.

(c) The schedule of compensation may include, in addition to the minimum, maximum and intermediate merit rates, a rate of pay to be based on longevity of service with the county, and a rate of pay based on cost of living factors.
(Priv. Acts 1971, Ch. 110, § 11)

Sec. 12-31. Personnel policies.

All policies, rules and regulations regarding personnel and employees within the systems shall be reduced to writing. The personnel policies of the county shall establish specific procedures for the governing and maintenance of the personnel system of the county. Such written statements of policy will set out all pertinent information concerning working conditions such as working hours, attendance, holidays, leaves of absence, vacations, in addition to residency requirements, minimum age requirements, programs available to employees, and any and all other information which properly may be the subject of such statement of policy.
(Priv. Acts 1971, Ch. 110, § 12)

Sec. 12-32. Application forms.

Appropriate application forms for employment to a classified position shall be prepared and kept in the office of the secretary or such other public and convenient place as is designated. The forms shall require such information as will reveal the qualifications of the applicant for appointment in the system. All applicants for appointment in the system will be required to complete the appropriate employment application form. Such additional and further investigation concerning the applicant may be conducted as is necessary and proper.
(Priv. Acts 1971, Ch. 110, § 13)

Sec. 12-33. Examination; bonus for veterans.

(a) Open competitive and promotional examinations shall be prepared and conducted by or under the direction of the administrator of personnel.

(b) Examinations may be assembled and may include, but not be limited to, rating of training and experience; written, oral, physical or performance tests or other measures which are technically sound; or any combination as determined by the administrator of personnel.

(c) The examination process may take into consideration such factors as education, experience, recency of experience, knowledge, skill, physical fitness or any other qualifications which are job-related, which may be applied equitably, and which in the judgment of the administrator of personnel enter into the determination of the relative fitness of applicants. For all examinations, the minimum performance or requirements on which eligibility is attained shall be established by the administrator of personnel. A minimum qualifying grade shall be established for each examination segment or the combined ratings of the several parts of the examination.

(d) Any applicant for original appointment into the system achieving at least a minimum passing score on the competitive examination process, who shall have received an honorable discharge from any branch of the armed forces of the United States and who served in time of war or national emergency as declared by the President of the United States, shall be entitled to receive a bonus of additional points, the number of which to be determined by the board, which shall be added to his competitive examination score.
(Priv. Acts 1971, Ch. 110, § 14)

Sec. 12-34. Eligibility lists.

Employment and promotion eligibility lists for the various classes of positions in the system shall be maintained as are necessary or desirable to meet the needs of the system. These lists shall contain the names of persons arranged in order of final earned ratings. Certificates of eligibles drawn from these lists shall be provided, as required, to the appointing authorities for the filling of vacancies in accord with the provisions of this article.
(Priv. Acts 1971, Ch. 110, § 15)

Sec. 12-35. Appointment; probationary period.

(a) Whenever a position in the classified service is to be filled, the appropriate appointing authority shall so notify the secretary. Notices shall be posted for any examinations given by the county government to establish promotion eligibility for civil service employment. Such notice shall be posted at least 30 days prior to the examination.

(b) The county mayor may, upon written notice to an affected department head, waive the posting requirement of this section.

(c) The secretary shall forward to the appointing authority a certificate of eligibles drawn from the applicants eligible for the class or grade to which such position belongs, and the appointing authority shall forthwith appoint to such position one of such persons whose name appears on the certificate. Such appointments shall be for a probationary period of six months, commencing with the first working day. During the probationary period, the newly appointed employee may be dismissed with or without cause, and such dismissed employee shall have no recourse as is otherwise provided in section 12-42. Upon application of the appointing authority, the board may extend the probationary period for any newly appointed employee for a period not to exceed an additional three months. If the employee has not been discharged prior to the expiration of the period of probation, his appointment to the classified service shall be deemed complete.

(Priv. Acts 1971, Ch. 110, § 16)

State law reference—Similar provisions, T.C.A. § 7-51-1301.

Sec. 12-36. Extraordinary and emergency appointments.

Notwithstanding the other provisions of this article, in order to prevent the stoppage of business or to meet extraordinary conditions or emergency, an appointing authority may appoint any individual to a classified position for a period not to exceed 90 days and only until regular appointment can be made under the provisions of this article.

(Priv. Acts 1971, Ch. 110, § 17)

Sec. 12-37. Provisional appointments.

(a) Should there arise an urgent or pressing need for filling a vacancy in any position in the classified service and the secretary is unable to provide the appropriate appointing authority with the name of an applicant eligible for the vacancy, the appointing authority may provisionally appoint an individual to fill the vacancy. Such provisional appointment shall continue only until an appropriate eligible list can be established and submitted to the appointing authority, but in no event for more than 90 days.

(b) When, in the opinion of an appointing authority, there arises the urgent or pressing need for a new permanent position in his office or department not contemplated in the existing classification plan, he may provisionally appoint an individual to fill such position. Such provisional appointment shall continue only until the classification plan can be amended to include such position, if same is found to be necessary or desirable, and regular appointment can be made under the provisions of this article. Immediately following such provisional appointment, the necessity or desirability of inclusion of such position within the system shall be studied and determined. In no event shall such provisional appointment exceed 90 days.
(Priv. Acts 1971, Ch. 110, § 18)

Sec. 12-38. Promotion.

(a) Vacancies occurring in the classified service may be filled by the promotion of those officers and employees of a lesser class of position within the system who are otherwise qualified for the position and certified as eligible by the secretary. In filling any vacancy arising in an office or department, an appointing authority may restrict his consideration of applicants to those individuals presently in the classified service, provided that the names of applicants considered have been certified as eligible for promotion by the secretary.

(b) Following a promotional appointment, the promoted employee shall serve a three-month probationary period in that position, at the successful completion of which the promotion shall be deemed complete. Should the appointing authority determine that the service of an employee in a position to which he

was promoted is unsatisfactory within the three-month probationary period, he shall reinstate the employee to the position which he occupied immediately prior to the promotion.

(c) Should the promotion of any employee result in his exclusion from the classified service, he shall thereafter be entitled to reinstatement in the system at the same or equivalent position which he held immediately prior to the promotion, upon 30 days' notice to the board of his desire to be reinstated in the system. Provided, however, the aforementioned notice to the board must be given no later than 60 calendar days after the date of the correspondence notifying the employee that the appointment has been terminated and/or discontinued. Additionally, this privilege shall not be granted to any employee who has been terminated from employment because of a conviction or a guilty plea to a misdemeanor involving either theft or act of moral turpitude or a felony associated with his/her employment with Shelby County Government. The limitations to the privilege of fall-back rights shall be applied prospectively from the date of enactment, not retroactively.

(d) Employees who have not completed original appointment probation, including extended original appointment probation, or who are on disciplinary probation or suspension, shall not apply for positions posted as closed promotion positions.
(Priv. Acts 1971, Ch. 110, § 19; Priv. Acts 1984, Ch. 192, § 3; Ord. No. 293, 1-10-05)

Sec. 12-39. Service rating.

The secretary, in cooperation with the various appointing authorities of the county, shall prepare for approval by the board a system for rating the performance of the individual employees in the system. The rating system shall be so designed as to give a fair evaluation of the quality and quantity of the employee's work performed. The service rating for the individual employee will be based on periodic reports of the appointing authority and made on no less than an annual basis. No employee will be eligible for a promotion in rank or compensation who does not maintain a

satisfactory service rating. An unsatisfactory service rating may be a basis for disciplinary action to be taken against the employee.
(Priv. Acts 1971, Ch. 110, § 20)

Sec. 12-40. Appointments permanent.

Except as otherwise provided in this article, no employee in the classified service who is not a durational employee and who shall have successfully completed the prescribed period of probation and therefore shall have been permanently appointed or inducted into the system under the provisions of this article shall be dismissed, suspended, demoted or subjected to other discipline, except for cause.
(Priv. Acts 1971, Ch. 110, § 21)

Sec. 12-41. Disciplinary action.

For unsatisfactory performance of duties or other just cause, an employee in the classified service may be subject to the following discipline by the appointing authority:

(1) Reprimand;

(2) Suspension without pay for a period not to exceed 30 days;

(3) Reduction in pay within allowable range for class of employee;

(4) Demotion to a lower classification;

(5) Dismissal from service;

(6) Retirement under the terms of the retirement law (T.C.A. § 8-35-101 et seq.), as applicable.

(Priv. Acts 1971, Ch. 110, § 22)

Sec. 12-42. Reply to discipline; appeal from discipline.

(a) Any employee in the system may be subjected to discipline, as provided in section 12-41, by the appointing authority, after his appointment or promotion is complete by written order stating specifically the reasons for such discipline. Such order shall be signed by the appointing authority and directed to the individual employee involved and a copy thereof directed to the secretary for inclusion in a permanent service record to be maintained for each employee in the system. Any employee so disciplined may respond, by directing a reply in writing to the secretary within seven days of receipt of the order of discipline, with a copy of such reply to the appointing authority. Such reply of the employee shall be maintained in his permanent service record.

(b) Any employee demoted in rank or compensation, suspended without pay for a period exceeding ten days, or dismissed, may, within seven days after service of the order of demotion, suspension or dismissal as hereinabove provided, appeal to the board.

(c) Immediately upon service of any order of suspension or dismissal, the employee shall stand relieved of all duties of his office and shall not reassume such duties until the expiration of any suspension or until reinstated from suspension or dismissal by the board. Immediately upon service of any order of demotion in rank or compensation, the employee shall assume the rank or rate of compensation to which he was demoted.

(d) The board shall, within 60 days from the filing of the appeal, commence a hearing hereon and shall thereupon fully hear and determine the matter and shall affirm, modify or revoke such order of discipline. A hearing may be postponed or continued upon the written request of the employee and/or the written or oral request of the employee's attorney. The appellant shall be entitled to appear personally, produce evidence, and to have counsel and to a public hearing. The finding and decision of the board shall be certified to the appointing authority from whose order the appeal is taken and shall forthwith be enforced and followed by him, but no such demotion in rank or compensation, suspension or dismissal, if appealed to the board, shall be considered final until the finding and decision of the board shall be so certified. Any form of discipline not appealed to the board shall be so certified. Any form of discipline not appealed to the board shall be considered final as of the date of the service of the order of discipline on the employee.

(e) The board is required to establish written procedures necessary for the efficient administration of the appeal process set forth in this section. Such written procedures are to be approved by the board of county commissioners.
(Priv. Acts 1971, Ch. 110, § 23; Priv. Acts 1979, Ch. 97, § 2; Priv. Acts 1984, Ch. 192, § 4; Ord. No. 69, § 1, 4-9-90; Ord. No. 304, § 1, 7-25-05)

Sec. 12-43. Appeal from decision of board.

Within 60 days following the publication of the decision of the board on any matter heard by it, either the involved employee or the appointing authority from whose order the appeal was taken may appeal the decision of the board to the circuit court or chancery court of the county.
(Priv. Acts 1971, Ch. 110, § 24; Ord. No. 304, § 2, 7-25-05)

Sec. 12-44. Layoff.

Notwithstanding the other provisions of this article, if conditions in any department or office of the county or the financial

condition of the county necessitates a reduction in the work force, the required reduction shall be made in such class or classes as the appointing authority designates. Favorable consideration must, however, be given toward retention of those employees in the highest class of positions. If necessary to achieve their retention, employees may be temporarily demoted to a lower class of position. The determination as to which employees within a particular class are to be laid off rests with the sound discretion of the appointing authority and will be based on such considerations as service ratings, seniority and other relevant factors. Any employee laid off or temporarily demoted to a lower class of position under this section shall be given priority over other applicants to reinstatement to his former position or to a comparable position in the system.
(Priv. Acts 1971, Ch. 110, § 25)

Sec. 12-45. Discrimination prohibited.

All appointments and promotions in the system, except as otherwise provided under the provisions of this article, shall be on the basis of competitive examination, and no person in the system or seeking admission thereto shall be appointed, disciplined or dismissed, or in any way favored or discriminated against because of his political affiliation, sex, race, color, creed, age, religious belief or national origin. This section does not apply to membership in any organization which has advocated or does advocate disloyalty to or the violent overthrow of the government of the United States or any subdivision thereof.
(Priv. Acts 1971, Ch. 110, § 26)

State law reference—Similar provisions, T.C.A. § 4-21-401.

Sec. 12-46. Political activity prohibited.

(a) No employee in the classified service may be required or directed, either directly or by implication, to contribute or solicit funds for any political candidate, political party, or political activity, nor may such employee be required or directed, in any capacity whatever, to serve or assist a political candidate, political party or political activity.

(b) Every employee will have the right freely to express his views as a citizen and to cast his vote. Coercion for political pur-

poses of and by employees of federally aided programs and the use of their positions for political purposes will be prohibited. Participation in partisan political activity by any employee subject to these standards will be prohibited with respect to activity prohibited in federally grant-aided programs under the Federal Hatch Political Activities Act, as amended (5 U.S.C. 1501-1508).

(c) This section is not intended to nor does it deprive any employee from voluntary participation in such proper political activity as is allowed by the policy of the county.
(Priv. Acts 1971, Ch. 110, § 27)

Sec. 12-47. Status of employees on effective date of system.

On the date which the system takes effect, any employee of the county, whose position is to be included in the classified service, shall be appointed to retain his position without being required to take a competitive examination. The appointment of any such employee who has held his position for more than six months prior to the effective date of the system shall be deemed complete and he shall hold his position until discharged or reduced in accordance with the provisions of this article.
(Priv. Acts 1971, Ch. 110, § 28)

Sec. 12-48. Contrary provisions of T.C.A. § 8-20-109 not applicable.

Insofar as T.C.A. § 8-20-109 is contrary to the provisions of this article, T.C.A. § 8-20-109 shall not apply to the county.
(Priv. Acts 1971, Ch. 110, § 29)

Secs. 12-49—12-60. Reserved.

DIVISION 2. CIVIL SERVICE MERIT BOARD*

Sec. 12-61. Created; composition.

There is hereby created in the county a civil service merit board composed of five members and one alternate.
(Priv. Acts 1971, Ch. 110, § 3)

*Cross reference—Administration, ch. 2.

Sec. 12-62. Election to board; term; vacancies; qualification of members; removal of members.

(a) The county mayor, the county sheriff, the county trustee, the register, the county clerk, the assessor of property, the chairman of the board of county commissioners, the chancery court clerk and master, the criminal court clerk, the circuit court clerk, the general sessions court clerk, the probate court clerk, the juvenile court judge, and the juvenile court clerk shall be entitled to vote in the election of the members and alternate of the civil service merit board. The chairman of the board of county commissioners shall give each such official at least ten days' notice in writing of the designated time and place of this meeting. Such notice shall state that the purpose of this meeting is to be the election of the members and alternate to the civil service merit board.

(b) Nominations for the positions of member and alternate of the board may be made by any official entitled to vote in such election, and such nominations must be submitted in writing to the chairman of the board of county commissioners not less than five days prior to the election meeting. The chairman of the board of county commissioners shall, not less than two days prior to the election meeting, give each of those officials entitled to vote in the election a list of all nominations for the positions of board members and alternate.

(c) The elected officials of the county entitled to vote shall, by a majority vote of those present, elect five board members and one alternate, who shall take office upon the effective date of the system and who shall serve for the following terms: two members for a term of one year; two members for a term of two years, and one member for a term of three years and one alternate for a term of one year. Subsequent to the initial terms of board members, as provided in this section, each member thereafter appointed to the board shall serve for a term of three years. Vacancies on the board caused by the expiration of the terms of its members or alternate will be filled by election in the same manner as set out in this section for the initial appointment of members. Any vacancy occurring on the board other than those due to the expiration shall be filled for the unexpired term by a majority vote of the re-

maining board members. Each board member or alternate shall serve until his successor is appointed and qualified. No person shall be eligible to serve as a member or alternate of the board:

(1) Who is under the age of 18 years.

(2) Who resides outside the county.

(3) Who holds any elected or appointive office of the county.

(4) Who is an employee of the county.

(5) Who is an officer of any organized political party.

(d) Any member or alternate of the board may be removed for just cause during his term of office by a two-thirds vote of the body which elected the board member or alternate, but only after such board member shall have been served with a statement in writing of the reasons alleged to justify his removal, and only after such member or alternate is allowed an opportunity to be represented and publicly heard in his defense before the board which elected the board member or alternate. Failure to attend three consecutive meetings of the board for reason other than death in the family or personal illness may, by a majority vote of the remaining board members, constitute just cause for removal and shall serve as constructive resignation from the board. The vacancy shall then be filled as prescribed in this section.
(Priv. Acts 1971, Ch. 110, § 4; Priv. Acts 1979, Ch. 96, § 1; Priv. Acts 1984, Ch. 192, § 1; Ord. No. 45, 5-22-89)

Sec. 12-63. Meetings; election of chairman; designation of secretary.

(a) By a majority vote of all board members, the board shall elect a chairman for a term of one year who will preside at all subsequent meetings during his term. Thereafter, the board will so elect a chairman upon the expiration of the former chairman's term. The board shall determine the order for business at its meetings and shall make such rules and procedures as it deems necessary for the efficient and orderly conduct of its meetings.

(b) The board shall also designate the time and place within the county for its regularly scheduled meetings. The board, in addition to its regularly scheduled meetings, shall also convene:

(1) At the call of the chairman;

(2) At the call of any three board members; or

(3) Upon five days' notice in writing to each board member by any appointing authority of the county, which written notice may be waived by the concurrence of all five members of the board.

(c) At all meetings of the board, the presence of any three members of the board shall constitute a quorum for the transaction of the business of the board.

(d) The board shall appoint the administrator of personnel named by the county mayor to be the secretary of the civil service merit board. The secretary shall record the proceedings of each meeting and shall render such assistance to the board as is required.
(Priv. Acts 1971, Ch. 110, § 5)

Sec. 12-64. Powers and duties.

The powers and duties of the civil service merit board shall be as follows:

(1) To promulgate such information as it deems expedient to promote public understanding of purpose, policies, and practices of the system;

(2) To make recommendations to the secretary and to the county mayor concerning the processing, examination, and certification of applicants and the administration of the system;

(3) To review the classification plan, compensation plan and personnel policies and to make recommendations to the secretary and to the board of county commissioners regarding their adoption and/or revision;

(4) To hear the appeal of any employee in the classified civil service following his removal, suspension or reduction in

rank or compensation by the appointing authority, as provided in section 12-42;

(5) To establish such rules and regulations as are adapted to and necessary for the efficient administration of this article;

(6) To investigate, by itself or otherwise, the enforcement of the provisions of this article, or of rules and procedures duly authorized for the administration of the system, and of the action of employees in classified positions. In the course of such investigation, the board shall have the power to administer oaths and to secure, by subpoena in the name of the county, the attendance and testimony of witnesses and the production of books and papers relevant to such investigation.

(Priv. Acts 1971, Ch. 110, § 6; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-65. Compensation of board members and alternate.

The board of county commissioners shall set the compensation of the members and alternate of the civil service merit board.
(Priv. Acts 1971, Ch. 110, § 7; Priv. Acts 1984, Ch. 192, § 1)

Sec. 12-66. Powers and duties of secretary.

The powers and duties of the secretary shall be as follows:

(1) To prepare a classification plan for submission to the board for recommendation and to the board of county commissioners for approval.

(2) To prepare a schedule of compensation for the classified service for submission to the board for recommendation and to the board of county commissioners for approval.

(3) To prepare written personnel policies and regulations governing working conditions for submission to the board for recommendation and to the board of county commissioners for approval.

(4) To make necessary amendments to and revisions of such, as required, for submission to the board for recommendation and to the board of county commissioners for approval.

(5) To prepare and administer a selection program including the determination of weights and norms utilizing examination instruments which stress validity and reliability and relate to those characteristics which will test fairly the relative capacity and fitness of candidates to discharge efficiently the duties of the positions to be filled.

(6) To maintain and provide to the various appointing authorities, as required, lists of all eligible candidates for positions in the system.

(7) To maintain the preceding plans, policies and lists on a current basis, and to make them available for inspection by the public.

(8) To prepare, in accordance with this article, for the approval of the board, such rules and regulations as are adapted to and necessary for the efficient administration of this article.

Except as otherwise provided in this article, the secretary shall be responsible for and shall have general supervisory authority over the administration of the system, subject to review by the board. (Priv. Acts 1971, Ch. 110, § 8; Priv. Acts 1984, Ch. 192, § 1)

Secs. 12-67--12-85. Reserved.

ITEM LANGUAGE: An Ordinance to amend the Shelby County Code of Ordinances, Chapter 12, Article II, Section 12-26 to 12-66 relative to the regulation of the Civil Service Merit System. Sponsored by Commissioner Mike Carpenter
ITEM ID: 636

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STEP: Originator
DATE: 3/31/2009
ORIGINATOR: grace.hutchinson Phone Number:545-4429
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/31/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/31/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/1/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/1/2009
APPROVER: kelley.thomas
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/1/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/1/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/1/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee _____

For Commission Action on _____

DESCRIPTION OF ITEM: A Joint Ordinance by the Council of the City of Memphis and the Shelby County Board Of Commissioners amending the Zoning Code Of Memphis And Shelby County, adopted by the Shelby County Board Of Commissioners on October 6, 1980 and by the Council of the City of Memphis on October 7, 1980, so as to make certain changes as hereinafter set out and establish an effective date therefore. Sponsored by Commissioner Mike Ritz

CHECK ALL THAT APPLY BELOW:

___X___ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Office of Planning and Development

APPROVAL:

	(Print your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:			
Division Director:	Richard S. Copeland, 576-7196		4/28/09
CIP – A&F Director:			
Finance Dept.	F. Grace Hutchinson		4/28/2009
County Attorney:	J. Carter S. Gray, Tele. 379-4252	JCG by RBR w/ permission	4/27/09.
CAO/Mayor:	Mike Swift for Jim Hunzicker	MAS	4/29/09

SUMMARY SHEET

I. Description of Item

This item will replace the current chapter in the zoning ordinance regulating signs in Memphis and Shelby County. It also modifies that chapter of the zoning ordinance that addresses nonconforming uses and structure as to the provisions dealing with signs. This amendment was necessary due to the changing nature of signs (i.e. Digital and video signs and billboards) and to concerns that parts of the existing ordinance were unconstitutional as it related to the use of signs as free speech.

II. Source and Amount of Funding

Not Applicable

III. Contract Items

Not Applicable

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

There are numerous technical changes, but the following should be noted:

1. A new category of signs is being created known as changeable copy signs. These include such signs as digital signs, tri-vision signs and reader board. The ability of these signs, if uncontrolled, to distract drivers and create additional visual clutter for the community is the basis for this desire to regulation their location, size and manner of use.
2. Language that gave certain signs special treatment, such as real estate signs, has been eliminated. Signs are now regulated by their size, location and number and not their content. The sole exception to this is the distinction made between commercial and non-commercial speech and the difference between on-site and off-site signs
3. The nonconforming sign provisions related to off-premise signs have been duplicated in that section of the sign code to make it easier for those in the business to see all the requirements that are applicable to these signs.

ITEM # _____ PREPARED BY: Mary Baker

APPROVED BY: Carter Gray
County Attorney

JOINT ORDINANCE NO._____

A JOINT ORDINANCE BY THE COUNCIL OF THE CITY OF MEMPHIS AND THE SHELBY COUNTY BOARD OF COMMISSIONERS AMENDING THE ZONING CODE OF MEMPHIS AND SHELBY COUNTY, ADOPTED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS ON OCTOBER 6, 1980 AND BY THE COUNCIL OF THE CITY OF MEMPHIS ON OCTOBER 7, 1980, SO AS TO MAKE CERTAIN CHANGES AS HEREINAFTER SET OUT AND ESTABLISH AN EFFECTIVE DATE THEREFORE. SPONSORED BY COMMISSIONER MIKE RITZ

WHEREAS, the Board of Commissioners of Shelby County, Tennessee, and the City Council of the City of Memphis have previously adopted a joint zoning ordinance which includes provisions on the construction and permitting of all types of signs as well as standards for addressing nonconforming signs and billboards; and

WHEREAS, it has been necessary from time to time to make amendments to this ordinance to address changing technology and to assure that the provisions of the joint zoning ordinance take these changes into consideration to continue to provided the desired goals and expected results of the ordinance by improving public safety and the overall community's aesthetics by the requirements of the ordinance; and

WHEREAS, the legislative bodies have determined that the current ordinance does not take into adequate consideration the changing technology used for signs including but not limited to digital and video technology; and

WHEREAS, amendments to the Ordinance were deemed prudent to assure the continued constitutionality of this part of the Joint Zoning Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE AND THE CITY COUNCIL OF THE CITY OF MEMPHIS:

Section 1. That the Joint Zoning Code of Memphis and Shelby County is hereby amended as shown in Exhibit A, attached hereto and incorporated herein by reference, and the same is adopted into the Memphis and Shelby County Zoning Ordinance as indicated.

Section 2. BE IT FURTHER ORDAINED, that this Joint Ordinance shall take effect on passage by the City Council of Memphis and the Shelby County Board of Commissioners as required by due process of law.

Section 3. **BE IT FURTHER ORDAINED**, that should any part of this amendment to the ordinance or code, or the final code version section as amended by these provisions, be found to be unconstitutional or unenforceable by a court of competent jurisdiction that such a determination will have no effect on the other portions of the adopted Code and the amendments thereto.

_____
Chairman of County Commission

_____
A C Wharton, Jr., County Mayor

Date_____

ATTEST

_____

Clerk of County Commission

First Reading: _____

Second Reading: _____

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Chapter 29 SIGNS

Sec. I. Purpose and Scope.

These regulations are designed to protect and promote the public health, safety and welfare by controlling the type, number, location and physical dimensions of signs, to prevent the disruptions, obstructions and hazards to vehicular and pedestrian traffic that signs may cause, and to enhance the quality of the environment in residential and nonresidential districts. More specifically, it is the purpose of this chapter to:

A. Implement the plans and planning policies of the City of Memphis and Shelby County, together with any subsequent adopted amendments;

B. Provide liberally for the free expression of ideas through signs in residential and other areas;

C. Encourage the effective use of signs as a means of communication and to facilitate way-finding in Memphis and Shelby County;

D. Balance the desire and need of individuals to express their creativity in signs with the desire to maintain a pleasing visual environment for residents and the many visitors who come to the area each year;

E. Protect and enhance the value of properties and to have signage appropriate to the planned character and development of each area in the City of Memphis and Shelby County;

F. Allow larger signs in specified commercial and industrial areas along Interstate highways with their higher traffic speeds, than along city streets, where traffic speeds are lower and there is less need for size to ensure legibility to passersby;

G. Balance the need for information for motorists and pedestrians with the need for traffic safety by limiting signs or characteristics of signs that may be particularly distracting to drivers;

H. Provide clear and objective sign standards;

I. Provide a clear and efficient review procedure for sign applications; and

J. Enable fair and consistent enforcement of the regulations set forth in this Chapter.

Sec. II. Applicability.

A. Generally

This chapter shall apply to all signs erected, placed, painted, installed or otherwise made visible on private or public property in the City of Memphis or Shelby County, except as otherwise provided herein.

B. Exemptions

The following signs or sign elements are exempt from the provisions of this chapter but are subject to any other applicable laws and regulations:

1. Any sign installed in a building or enclosed space and not visible or legible from the public right-of-way or from private or public property other than the property on which it is located;

2. Any sign which is not visible from a public right of way, public property or private property other than the zoning lot on which the sign is located, provided however should a change in local condition cause the sign to become visible form any of the above listed locations, the existing sign would be required to obtain a permit and comply with all existing sign ordinance elements and requirements at that time as if it were a new sign.

3. Any sign with a sign with less than four square feet in sign area and less than four feet in height (if freestanding), that is not separately lighted and that is not legible from the public right-of-way or from private or public property other than the property on which it is located; and

4. Signs located in the central business improvement district shall be subject only to the provisions of Chapter 12-36 of the City of Memphis Code.

C. Signs Subject to Other Standards

Signs listed in this section shall be exempt from the permit requirements of this Ordinance; but, shall, to the maximum extent allowed by law, be subject to the other standards of this ordinance. Where a sign is erected pursuant to a statute or a court order, the sign may exceed the size standards of this ordinance or otherwise deviate from the standards set forth in this ordinance to the extent that the statute or court order expressly required the larger size or other deviation. In all other respects, such signs shall conform to the standards of this ordinance. This sub-section shall apply to the following types of signs:

1. Signs conforming to the *Manual of Uniform Traffic Control Devices* and bearing no commercial message;
2. Signs bearing no commercial message and installed by employees or officials of the City of Memphis and Shelby County, a state or federal agency in the course of their governmental duties (Also see Section VII. M. on Wayfinding signs);

3. Signs required by a state or federal statute;

4. Signs required by an order of a court of competent jurisdiction;

5. Signs installed by public utilities in their rights-of-way or on their facilities and bearing no commercial message other than such message is necessary to identify the public utility and the use; and
6. Signs installed by a transit company with a franchise or other right to operate in the City of Memphis and/or Shelby County, where such signs are installed along its routes and relate to schedules or other information about the transit route.

D. Signs Allowed Without a Permit

The following signs or sign-like devices are allowed in all zoning districts without a sign permit and are not to be included in determination of the allowable numbers, type and area of a sign that requires a sign permit. If a sign otherwise falling under this section is electrified, it will require an electrical permit. Signs subject to this Section shall conform to the requirements specified:

1. Address Numbers. Signs used for the purpose of identifying the address of any building shall not be counted toward allowed sign area;

2. Detached signs not larger than six square feet in area and not taller than four feet in height, measured from the ground and containing no commercial message (e.g., "Enter" or "Exit" signs);

3. Detached signs smaller than seven square feet, otherwise allowed in residential zoning districts;

4. Wall signs containing no commercial message and not larger than four square feet in area;

5. Holiday Decorations. Temporary holiday decorations used to celebrate a single holiday or season, provided that no such decoration shall contain a commercial message of any type.

6. Memorial Signs. Signs or tablets, names of buildings and date of erection, when cut into any masonry surface or inlaid so as to be part of the building or when constructed of bronze or other incombustible material, provided that no such sign shall exceed six square feet in area nor shall any such sign be separately illuminated.

7. Gravestones. Gravestones, not containing a commercial message, when erected in a lawful cemetery or graveyard.

8. Certain Flags. Flags not containing a commercial message. Such flags must be flown in a manner that meets U.S. Code 36 U.S.C. 173 -178 . Failure to display flags in this manner will be a violation of this Chapter. The height of flag poles permitted by this provision shall be governed by the maximum height of signs permitted in the zoning district. No more than four (4) flags shall be flown at any one time on one zoning lot.

9. Window graphics, provided not more than 25% of each window is covered by signs and is attached to the inside of the window. A lighted window sign is subject to requirements of the electrical code.

Exceptions:
a. In the Central Business Improvement District, window graphics shall be subject to the provisions of Chapters 12-32 and 12-36 of the City of Memphis Code.

b. On windows of vacant commercial space, 100% of the window may be covered by a screen or other sign or covering on the inside of the window. Any commercial message on this covering may only contain images or logos identifying the owner or leasor of the building or space provided these commercial messages on such coverings may not cover more 15% of the area of the screen or covering.

E. Other Actions Allowed without a Permit

The following signs and actions related to signs shall be exempt from the permit requirements of this Ordinance but shall be subject to all other standards of this Ordinance.

1. Changing of the advertising copy or message on an existing painted or printed sign, marquee, changeable copy sign or a similar compliant sign, whether electrical, illuminated, electronic message center or non-illuminated painted message, provided that the copy on an electronic message board shall not change more frequently than allowed under Section VII.E.2.;

2. Painting, repainting, cleaning or other normal maintenance and repair of a sign not involving structural changes.

3. Installation of permanent signs smaller than six square feet where such signs are permitted by this ordinance, contain no commercial message and involve no electrical installation.

4. Installation of temporary signs not larger than 32 square feet, where such signs are permitted by this ordinance and conform with this ordinance in all respects.

F. Product Displays, and Sales Devices, Menu Boards Allowed Without a Permit

1. Nothing in this Chapter shall prohibit or limit the outdoor display of products where allowed under the zoning ordinance, although a particular product may be a thing which would be prohibited by this ordinance if used as a sign and although one or more such products may have on them permanent labels that might otherwise fall under this ordinance.

This ordinance shall, however, apply to any sign, banner, pennant, or other attention-attracting device affixed to a product displayed outdoors.

2. Signs on gasoline pumps, vending machines and other machines and devices used for the sale or dispensing of products shall be allowed if they do not flash and if they are either not legible from any public right-of-way, public property or private property other than the zone lot on which the sign is located; or they consist entirely of letters that are less than four inches in height; all other signs on vending machines, gas pumps and similar devices shall be considered "signs" and shall be subject to all of the regulations of this ordinance. No sign permit shall be required for such devices or signs affixed to such devices and conforming with this paragraph.

3. In districts where drive-through and drive-up facilities are allowed, menu boards or other instructional or informational devices related to the drive-through or drive-up facilities shall be allowed, provided that such device is less than 25 square feet in size, and that the only word(s) on such device that are legible from any location other than the zone lot on which it is located shall include no commercial message but shall simply identify the device as a "menu," "directory," "instructions," "information" or something similar. If such a menu board or other device is larger than four square feet and does include a commercial message legible from any location other than the zone lot on which it is located or if it is electrified, it shall require a sign permit.

4. In districts where athletic fields are allowed as a principal or accessory use, a scoreboard located inside such athletic field.

Sec. III Registration, Permits And Decals Required.

A. Registration of Signs.

Except for signs listed in Section II. B., C., and D, and other actions listed in Section II.E., any sign existing prior to the effective date of this title shall be registered with the building official within one hundred twenty (120) days of the effective date, or within 30 days of receipt of notice of failure to register a particular sign from the building official. However, all illuminated signs and all portable signs shall be registered. Any applicant for a permit must provide all information that the building official may reasonably require in order to determine whether the sign is illegal, nonconforming or conforming. The building official shall provide the owner of the sign with a written determination of whether the sign is illegal, nonconforming or conforming within five business days after receipt of a complete registration form.

The building official shall maintain the original or a copy of every registration form filed for every sign existing prior to the effective date of this title and all documents accompanying the registration form in his or her office and make the registration forms and all the documents available for public inspection during regular business hours.

The building official also shall maintain a log of all registered signs that includes at least the following information: the name, address and telephone number of the owner of the sign; the street address of the property where the sign is located; whether the sign is illegal, nonconforming or conforming; and the date of the last inspection of the sign. The building official shall make the log available for public inspection during regular business hours.

B. Permits Required.

Except for the signs listed in Section II. B., C., and D., and other actions listed in Section II. E., no sign shall be constructed, erected, relocated, expanded or altered unless the owner thereof obtains a sign permit from the building official. Because the use of technologies such as tri-vision, changeable copy and automatic changeable copy increases the potential for distracting drivers and increases the visual intrusion of a sign on the streetscape, converting a sign to a different technology, such as tri-vision or changeable copy technology shall require a permit to provide for administrative review of the conformance of the proposed modifications with this Chapter. All illuminated signs shall require an electrical permit even if no other permit is required. The applicant for a sign permit shall provide the building official with such information as the building official requires to determine that the proposed sign conforms with this Chapter and with applicable building and electrical codes.

The building official shall not be required to issue a sign permit unless such sign complies with the provisions of this chapter, and all other applicable ordinances and regulations of the city or county.

C. Decals Required.

1. A numbered identification decal shall be issued at the time of final inspection of a sign installation. The decal shall be displayed on the sign to which it has been assigned.

2. Within 30 days of the effective date of this ordinance, the building official shall issue identification decals to owners of all currently registered permanent off premise and on premise signs greater than 50 square feet with instructions explaining where to place these decals.

3. An off-premise sign shall require two decals. The decal on the board shall include the name of the current owner. The decal on the pole shall be at eye level and shall include the meter box address of the sign.

4. When the building official determines that a numbered identification decal has not been posted on a sign, the building official shall notify the owner of the sign in writing by certified mail that unless the numbered identification decal is posted on the sign within sixty (60) days after the date such notice is mailed, the sign shall be considered illegal and the building official shall initiate the necessary proceedings to secure removal of the sign.

Sec. IV. Prohibited Signs

The following signs are prohibited in all districts:

1. Signs on bus benches;

2. Portable signs in the AG, R-E, R-S, R-D, R-TH, R-M, O and FW districts;

3. Permanent off-premise signs except as expressly allowed under Section IX;

4. Any sign erected or painted upon a fence, tree, standpipe, rock, or other natural feature, except where certain signs are expressly allowed on fences under Section VIII.

5. Any sign attached to or painted on a fire escape or utility pole, except the manufacturer's or installer's ID plate which shall not be legible from a distance of more than three (3) feet.

6. Signs which contain flashing or intermittent illuminations, except where expressly allowed in accordance with Section VII.E.

7. Portable signs except as allowed under Section VII.L.

8. Signs that produce sound or noise; cause interference with radio, telephone, television or other communication transmissions; produce or reflect motion pictures; emit visible smoke, vapor, particles, or odor; are animated or produce any rotation, motion or movement. A sign on which the message is changed electronically not more than one time per eight seconds shall not be considered to be an animated sign or a sign with movement, but is still classified as a changeable copy sign.

Sec. V. Definitions.

The following words and terms shall have the following meanings when used in this chapter. Words and phrases not defined in this chapter but defined in Chapter 16-8 shall be given meanings set forth therein. Principles for computing sign area and sign height are contained in Section VI. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this chapter.

1. "Abandoned sign" means a nonconforming sign or sign structure which has not been utilized for a period of one hundred eighty (180) days or more, or a sign, the contents of which pertain to a place, time, event or purpose which no longer exists, applies or which has occurred. However, such sign may be used by the current landlord for its leasing and management and shall be available for use by its new tenant so long as the structure of the sign is not modified. Any nonconforming sign used solely for leasing and management, rather than by a tenant, for a period of 365 days consecutively following the initial one hundred and eight (180) days of non-use must be removed as abandoned

2. "A-Frame or sandwich board sign" means a type of detached sign in which the back bracing is in the shape of an "A."

3. "Animated sign" means a sign which uses movement or change of lighting to depict action or create a special effect or scene.

4. "Area of copy" means the area which fully encloses the extreme limits of the message, copy, announcement or decoration on a sign. Any cutouts or extensions shall be included in the area of the sign, but supports and bracing which are not intended as part of the sign shall be excluded.

5. "Attached sign" means a sign permanently attached to a building, awning, canopy, marquee, wall or roof.

6. "Awning" means a roof-like structure that serves as a shelter, as over a storefront, window, door or deck.

7. "Awning sign" means any sign constructed of fabric-like nonrigid material which is a part of a fabric or flexible plastic awning and which is framed and attached to a building.

8. "Awning sign, fabric" means any sign constructed of fabric-like nonrigid material which is a part of a fabric or flexible plastic awning and which is framed and attached to a building.

9. "Awning sign, metal" means any sign constructed on thin metal material which is a part of a metal awning used to provide shade to a window or cover from the elements at an entrance and which is framed and attached to a building.

10. "Background area" means the entire surface of a sign on which copy is placed provided, however, only the rectangular block formed by the outermost points of the actual letters shall be considered if placed upon the permanent surface of a building. Any pictorial element that is part of a sign placed upon the permanent surface of a building which extends outside of the rectangular block described above shall be treated as an irregularity rather than an extension of the sign's lettering. Such irregularities and logos shall be blocked separately and considered as part of the total sign area.

11. "Bench sign" means any sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

12. "Central business improvement district (CBID and CBIDII)" means the area, more particularly described in Chapters 12-32 through 12-44 of the City of Memphis Code.

13. Center, Integrated. "Integrated center" means a group or assemblage of two or more establishments served by common immediate off-street parking and/or shared access.

14. Changeable Copy Video Sign, Automatic. "Automatic changeable copy video sign" means a type of sign on which the copy changes automatically by means of intermittent lighting and includes both standard lighting elements and digital signs.

15. Changeable Copy Mechanical Sign, Automatic. "Automatic changeable copy mechanical sign" means a type of sign on which the copy changes automatically by means of mechanical rotation of the sign elements. This includes tri-vision and other signs that rotate sign parts to display new messages.

16. Changeable Copy Sign, Manual. "Manual changeable copy sign" means any sign on which copy is changed manually and copy is shown on the same sign face such as reader boards with changeable letters or changeable pictorial panels but not limited to the above.

17. "Collector street" means streets having a right-of-way of between sixty (60) and sixty-eight (68) feet which penetrate neighborhoods, collecting traffic from local streets and channeling it to the arterial street system.

18. "Commercial Message" means words, symbols, logos, pictures or any combination thereof that identify or which directs attention to a business, commodity, service or entertainment sold or offered for sale or a fee.

19. "Complex" means a group of a specific number of lots or number of dwelling units.

20. "Complex sign" means a sign which has been approved to serve a complex.

21. "Controlled access road" means a street or highway with the sole purpose of carrying through traffic with the highest degree of mobility and safety, providing no driveway access to abutting properties.

22. "Copy (permanent and temporary)" means the wording or pictorial graphics on a sign surface either in permanent or removal form, excluding numerals identifying a street address only.

23. "Depositories" means outdoor containers for the receipt of mail or parcels for delivery by the United States Postal Service or a private parcel service.

24. "Detached sign" means a sign not attached to or forming part of a building or as otherwise defined herein.

25. "Double-faced sign" means a sign with two faces which are usually parallel and back-to-back.

26. "Emergency stopping lane" means a paved lane or shoulder adjacent to travel lines on the public right-of-way.

27. "Establishment" means a principal business or activity including institutional uses.

28. "Face of sign" means the entire area of sign upon, against or through which copy could be placed, as computed in accordance with Section VII.A.

29. "Flashing sign" means a sign which contains an intermittent or sequential flashing light source used to attract attention.

30. "Foot lambert" means a unit of luminance equal to one, divided by 3.14 candela per square foot.

31. "Freestanding sign" means any detached sign supported by one or more upright poles, columns, or braces placed in, upon or supported by the ground and not attached to any building or structure. Freestanding signs are generally categorized as having two classes: pole, post or pylon signs, and ground signs of which monument signs are a subclass.

32. "Frontage" means the distance along a zoning lot line which abuts a public street or private drive, other than an alley.

33. "Ground sign" means a class of freestanding sign, which is anchored to the ground similar to a pole, post or pylon sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top of the sign. Height and setbacks are to be the same as for freestanding signs.

34. "Holiday decorations" refers to decorative elements of a temporary nature intended for the acknowledgement of a holiday or holiday season; this definition does not include any decoration including a commercial message.

35. "Integrated center sign" means a sign approved to serve an integrated center.

36. "Interstate Highway" means any highway which extends into adjacent states but which is not a federally designated Interstate highway. These include Highways 51, 61, 64, 70, 72, 78 and 79.

37. "Interstate Highway, U.S.," means one of the following federally designated Interstate highways: Interstate 40, Interstate 55 and Interstate 240, and any extensions, additions or other sections of highway subsequently designated as federal Interstate highways.

38. "Legible." A sign or message is "Legible" when it can be understood by a literate person .Where this ordinance requires a determination of "visibility" or "legibility," the standard shall be based on the eyesight of an adult eligible to receive a Tennessee driver's license (wearing any corrective lenses required by such license). Where the height of the person is material to the determination, the person shall be presumed to be more then five feet and less than six feet tall.

39. "Lot" means a tract of land with at least sixteen (16) feet of road frontage, occupied by, or designed to be developed for a building and its accessory buildings, or a principal use, together with such open space and yards as are designed and arranged to be used with such buildings or use.

40. Lot, Zoning. "Zoning lot" means a lot of record as recorded in the Shelby County register's office, or a parcel of land of at least four acres in area with independent frontage of at least fifty (50) feet on a dedicated road.

41. "Luminance" means the luminous intensity per unit of projected area of a given surface viewed from a given direction.

42. "Maintenance," for the purpose of this chapter, means the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

43. "Mansard" means an inclined decorative roof-like projection that is attached in an exterior building facade.

44. "Marquee" means any hood, awning or canopy of permanent construction, projecting from the wall of a building above an entrance or projecting over walkways.

45. "Minor Street" means local streets of less than sixty (60) feet in right-of-way, offering the lowest level of mobility with through traffic deliberately discouraged.

46. "Monument sign" means a sign which is anchored to the ground similar to a pole, post or pylon sign, but which is mounted on a low or small dressed base or platform which encloses the structural members that support the sign with brick, decorative masonry, natural and decorative stone, masonry with a stucco finish, or painted metal with the bottom of the sign face at or within a few feet of the base at grade and not exceeding ten (10) feet in overall height.

47. "Nonconforming sign" means any sign, including signs approved by the Board of Adjustment, which was lawfully erected and maintained before the action making them nonconforming takes effect and which currently fails to meet one or more applicable regulations, standards or restrictions of this chapter.

"Off-premise sign" means a sign bearing a commercial message related to a business, service goods or other commercial activity not available on the zoning lot on which the sign is located.

48. "Outdoor advertising display" means any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, strip, line, trademark, reading matter, or illuminated service, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise, whatsoever,

which is displayed in any manner whatsoever outdoors.

49. "Parapet" means the extension of a false front or wall above a roof line.

50. "Permanent signs" means a sign whose removal within a specified period of time is not required by this chapter and which otherwise complies with the provisions of this chapter.

51. "Pole cover or jacket" means a cover or jacket consisting of painted metal, brick, decorative masonry, natural and decorative stone, or masonry with a stucco finish which encloses and is permanently attached to the sign pole, post or pylon that supports the sign. No additional copy or lettering is permitted on the pole cover, except for street address numbers.

52. "Pole sign, post or pylon" means an on-premise freestanding sign that is supported by one or two uprights upon the ground, exceeding ten (10) feet in height, which are not attached or braced by any other structure, but which by reason of height, width or other characteristic does not qualify as a "ground sign."

53. "Portable sign" means any sign not permanently attached to the ground or other permanent structure or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs made as A-frames or T-frames; menu and sandwich board signs; balloons used as signs; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

54. "Projecting sign" means a sign that is wholly or partly dependent upon a building for support and which projects more than eighteen (18) inches horizontally from a building at the point of basic attachment. A projecting sign shall be regulated as a detached sign.

55. Road, Major Arterial. "Major arterial road" means streets identified in the most current Memphis Metropolitan Planning Organization's Long Range plans as major arterial roads. They are intended to provide unity throughout contiguous urban area. These roads usually form boundaries for neighborhoods and are characterized as having minor access control. Parking on these streets is generally prohibited and most of its intersections are channelized. Major arterial roads are normally provided with between sixty-nine (69) and one hundred sixty (160) feet of right-of-way.

56. "Roof line" means the top edge of a peaked roof or, in the case of an extended facade or parapet, the uppermost point of the facade or parapet.

57. "Roof sign" means a sign mounted on, and supported by, the main roof portion of a building, or above the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such building, the highest point of the sign being no more than ten (10) feet above the highest point of such building, of which the supporting structure shall not be visible. Signs mounted on mansard facades, pent eaves and architectural projections such as canopies, parapets or marquees shall not be considered to be roof signs. For a visual reference example of a roof sign, and a comparison of differences between roof and fascia (wall) signs, see Figure 1.

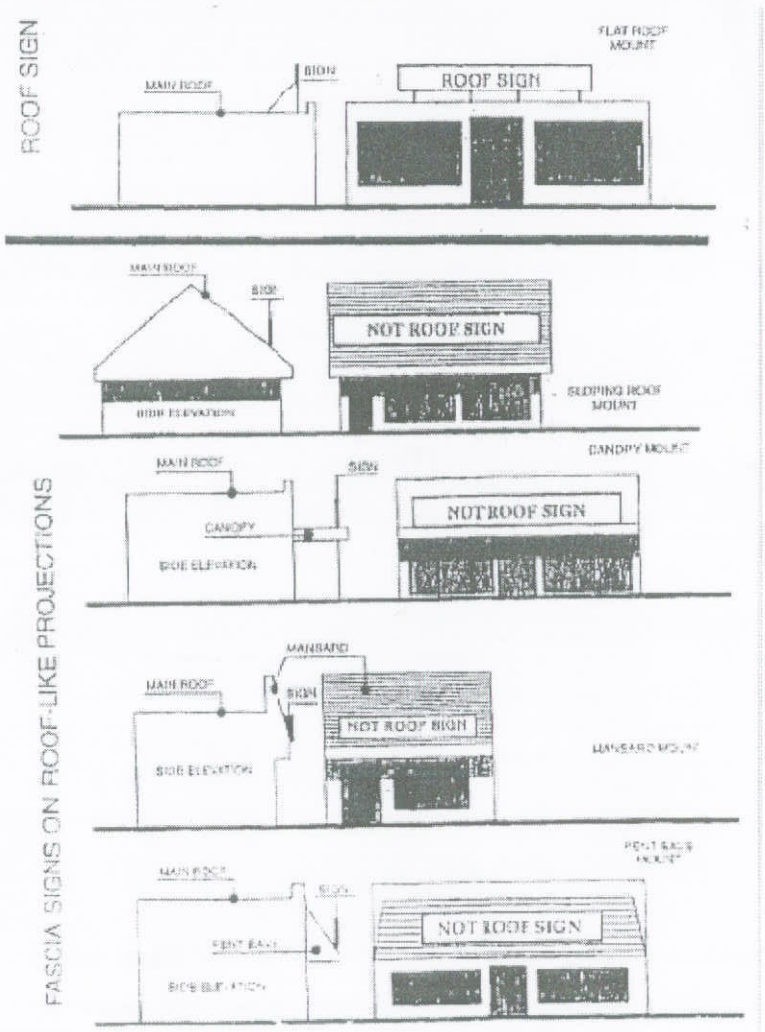


Figure 1 Comparison-Roof and Wall or Fascia Signs

58. "Setback" means a continuous line on a property that is parallel to any lot line and that is a designated distance from the right-of-way line.

59. "Sidewalk sign" means a freestanding sign all or part of which is located on a sidewalk.

60. "Sign" means any device visible from a public place that displays either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. "Sign" shall include any outdoor advertising display bearing a commercial message.

61. "Signable area" means an area on the facade of a building, located in one of the Uptown Memphis zoning districts, below the roof line which is free of windows, doors or major architectural details and not higher than the lowest of the following: twenty-five (25) feet above the adjoining sidewalks, the bottom window sills of the second story or the highest part of the building between the head of the top story window and the underside of the roof. The Uptown Memphis Zoning districts were created with the adoption by the Memphis City Council and Shelby County Commission of the Comprehensive

Uptown Memphis Rezoning and Redevelopment Plan in 2001 and a description of its boundaries can be found in that Plan.

62. "Temporary sign" means a sign whose removal within a specific period of time is required by this chapter and which otherwise complies with the provisions of this chapter.

63. "Vending machine" means a device which dispenses one or more commodities from an internal compartment and which must be periodically stocked with those commodities.

64. "Vision triangle" means an area up to ten (10) feet in height above the ground, bounded by the right-of-way lines of two intersecting roads and a line connecting two points that are twenty (20) feet from the intersection along each right-of-way.

65. "Wall sign" means a sign which is painted on or attached to a wall, not to exceed five hundred (500) feet in gross surface area and is within the perimeters of the wall.

66. "Wayfinding sign" means an on-site sign providing pedestrians or vehicle traffic with direction information or traffic control requirements and containing no commercial message.

67. "Window graphic" means a sign which is attached to or which is legible by looking into a window from the public right of way.

Sec. VI. Classification Of Signs.

A. Signs shall be generally classified as signs bearing a commercial message or not bearing a commercial message, and, as temporary or permanent signs, which are all defined in Section V. Signs bearing a commercial message shall be further classified as those bearing off-premise commercial messages, generally called "off-premise" signs or "billboards," and all other commercial signs.

B. Signs shall be classified as follows, according to structure and as defined in Section V.

1. Attached signs:
    a. Awning, canopy or marquee signs;
    b. Wall sign;
    c. Window graphic;
    d. Roof sign.

2. Detached signs:
    a. A-frame sign;
    b. Ground sign;
    c. Pole, post or pylon sign;
    d. Portable sign;
    e. Projecting sign;
    f. Sidewalk sign.

3. Changeable Copy Signs:

Sec. VII. General Standards.

A. Computation of Gross Surface Area.

1. Signs Other than Wall Signs

The gross surface area of a sign, except wall signs, is the entire area contained within a single continuous perimeter enclosing the extreme limits of such sign. For detached signs composed of more than one sign cabinet or module, the gross surface area shall include the sum of the area in each cabinet or module only. If a sign has more than one face, the gross surface area shall be equal to the maximum area of the sign face or faces visible from any ground position along any public right-of-way at any one time. The perimeter of a sign will not include lighting fixtures, pole covers, landscaping, framing, decorative roofing, moldings or aprons or other architectural or decorative embellishments, provided they contain no written copy, logos or symbols.

2. Wall Signs

The gross surface area of a wall sign is the entire area contained within a single continuous perimeter, in a single geometric plane, which encloses the extreme limits of the advertising message(s), not including any irregularities or logos that are to be measured separately and included to determine the sign's gross surface area. If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, color or embellishment, the total sign area shall be calculated by measuring the area within the perimeter of each symbol or letter. The combined area of the individual figures shall be considered the total sign area.

3. Computation of Area of Multifaced Signs.

The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point along any public right-of-way, public property or private property, other than the zoning lot on which the sign is located, at one time. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point along a public right-of-way, public property or private property other than the zone lot on which the sign, is located at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one of the faces.

4. Computation of Maximum Total Permitted Detached Sign Area for a Zoning Lot.

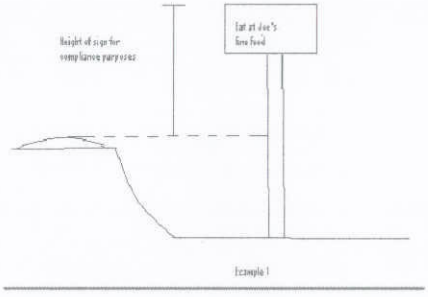
The permitted sum of the area of all individual detached signs on a zoning lot shall be computed by multiplying the zoning lot foot frontage (F) times (x) the appropriate multiplier (M) shown in Table 1, Detached Sign Area and Height and Table 2, Integrated Center Sign Area and Height, set out at the end of this chapter, for the type of street on which the lot is

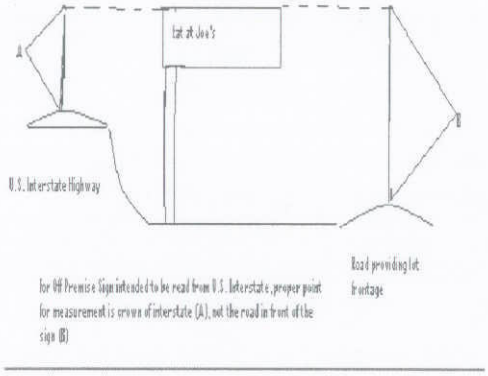
located. When a particular lot abuts two or more streets, the area for a sign(s) shall be computed on a basis of a single street frontage calculated from the intersection of the two street right-of-way lines.

B. Measurement of Height of Sign.

Sign height shall be measured from the elevation of the crown of the road that provides frontage for the lot on which the sign is located. This shall be considered the base elevation. The top elevation will be the highest point of the highest element of the sign, excluding any incidental structural element, such as an uplift cable for a projecting sign. For permanent off-premise signs oriented to be viewed from a U.S. Interstate, the height shall be based on the elevation of the crown of the interstate perpendicular to the sign support pole(s). In the event this location is a multi-level ramp or flyover, the lowest roadway level will be used as the starting elevation.

See Examples below.





Example 2

C. Sign Setback and Location on the Lot.

No sign greater than six square feet in area shall be erected in a nonresidential zoning district or in the nonresidential portion of an approved planned development closer than ten (10) feet to any lot line. No sign shall extend into any right-of-way except projecting signs where a building is located within six feet of the right-of-way.

D. Illuminated Signs.

1. Externally illuminated signs shall be shaded wherever necessary to avoid casting a direct beam of light upon property located in any residential district and the residential portion of an

approved planned development.

2. No sign legible from any public right-of-way shall utilize:

a. Any exposed incandescent lamp with a wattage of more than sixty (60) watts unless a dimmer or sun screen is attached;

b. Any revolving beacon light;

c. A luminance in excess of three hundred fifty (350) foot lamberts measured at the sign face;

3. Signs in the Agricultural (AG), Estate Residential (R-E), Single Family Residential (R-S), Duplex Residential (R-D), Townhouse Residential (R-TH), Multiple Dwelling Residential (R-M) and Office (O) districts may be illuminated but not flash, revolve, oscillate, be animated or create an illusion of continuous movement.

4. Flashing and movement on signs in all other districts is subject to Section VII.E., immediately following.

E. On-Site Flashing Signs, Moving Signs and Changeable Copy Signs.

1. General Rule

On-site signs that move, flash or simulate movement are prohibited except as allowed under this section or where allowed in accordance with the sign standards for portions of the Central Business Improvement District in Chapter 12-36 of the City of Memphis Code. A changeable copy sign is considered a different classification of sign under this ordinance; conversion of an existing sign to a changeable copy sign or to add changeable copy elements to it is allowed only if the modified sign will conform with all standards in this section and with all other applicable standards related to the location, height, size and other characteristics of the sign. Conversion of an existing sign to tri-vision or changeable copy technology shall require a permit in accordance with Section III.B.

2. Rules for Changeable Copy Signs Allowed under this Chapter

Automatic changeable copy signs shall be permitted only in those districts in which "changeable copy sign, automatic" is listed as a permitted sign type and shall be subject to the following additional restrictions:

a. Such technology shall be programmed so that the message or image on the sign changes no more often than every eight seconds.

b. There shall be no effects of movement, flashing, scintillation, or similar effects in the individual images.

c. Changes of image shall be substantially instantaneous as seen by the human eye and shall not use fading, rolling, window shading, dissolving or similar effects as part of the change.

d. Video technology in signs shall use automatic level controls to reduce light levels at night and under cloudy or other darkened conditions, in accordance with the following standards. All electronic or digital display unit message boards shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the electronic billboard based on ambient light conditions. Maximum brightness levels for electronic or digital display boards shall not increase by more than 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a preset distance. This distance shall be based upon the particular copy area size being considered as recommended by the Illuminating Engineering Society of North America (IESNA)

e. Any sign using video technology which malfunctions, fails, or ceases to operate in its usual or normal programmed manner causing therein motion, movement, flashing or any other similar effects, shall be repaired or disconnected within 48 hours by the owner or operator of such sign.

f. The area of a sign consisting of electric or electronic message board elements shall not constitute more than 200 square feet of a sign.

g. The following limitations shall apply to the location of signs using video technology for a message board:

(1). A sign on which the video technology includes 100 or more square feet of sign area shall not be erected within 500 feet of property falling in one of the City's or County's residential zoning districts, although this restriction shall not apply to mixed use districts and commercial districts allowing residential uses.

(2). A sign on which the video technology includes 20 or more square feet of sign area but less then 100 square feet of sign area shall not be erected within 200 feet of property falling in one of the City's or County's residential zoning districts, although this restriction shall not apply to mixed use districts and commercial districts allowing residential use.

(3). A sign on which the video technology includes less then 20 square feet of sign area shall not be erected within 100 feet of property zoned and use exclusively for single family uses: it is the express intent of this provision to allow the use of such technology on signs for institutional uses located in residential districts, provided that the required separation is maintained.

F. Interference with Roadway Visibility; Confusion of Drivers.

1. No sign shall be maintained at any location where by reason of its position, size or shape, may obstruct, impair, obscure, interfere with the view of or be confused with any traffic control sign, signal or device or where it may interfere with, mislead or confuse traffic.

2. No detached sign, except signs allowed under Section II.D.1., 2.or 3. shall be located in any vision triangle on a corner lot, except no individual structural element shall extend more than eighteen (18) inches inside of any vision triangle or in the vision triangle of a private drive

entrance/exit with an intersecting public street or private drive.

3. No sign or sign structure obstructing an area between two feet and six feet above grade shall be located within ten (10) feet of the public right-of-way.

G. Obstruction of Access Ways.

No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door or other required access way.

H. Obstruction of Window Surface.

No sign shall project over, occupy or obstruct any window surface required by code for light or ventilation.

I. Sign Maintenance.

The sign owner shall be liable to maintain such sign, including its illumination sources, in neat and orderly condition and good working order at all times and to prevent the development of any deterioration in the safety of such sign.

Nothing in this chapter shall prohibit the routine maintenance of any nonconforming sign or the changing of the copy or content of any nonconforming sign, except where such maintenance or change in copy would increase the degree of its nonconformity.

J. Projecting Sign.

A projecting sign shall be regulated as a detached sign and may project to within two feet of the curb line of a public street, provided however that no projecting sign shall project more than six feet into any required front yard. All projecting signs shall maintain a minimum clearance of eight feet above the right-of-way or sidewalk.

K. Awning, Canopy and Marquee Signs.

These signs shall be regulated as attached signs if they project eighteen (18) inches or less from the awning, canopy or marquee; and they shall be regulated as detached signs if they project more than eighteen (18) inches from the awning, canopy or marquee.

L. Portable Signs

Portable signs shall conform to the following requirements:

1. Signs, if illuminated, shall meet the Underwriters Laboratories, Inc. Standards and the city/county electrical code;

2. Signs must be so designed, built and located so that they will not be tipped over by wind

velocities of less than eighty (80) miles per hour;

3. Signs shall have affixed the number and date of issuance of the permit authorizing its use; and;

4. No sign shall be permitted to locate in a required parking space.

M. Supplemental Wayfinding Signs.

On any site with required off-street parking or any site zoned and used for purposes other than single-family dwellings, supplemental way-finding signs shall be allowed and encouraged, subject to the following:

1. No such sign shall exceed five feet in height or 16 square feet in area;

2. Any such sign that is located within 50 feet of the right-of-way or that is legible from the right-of-way shall bear no commercial message;

3. No such sign shall be located within 50 feet of property zoned for single-family residential uses;

4. Any such sign that is located within 150 feet of property zoned for single-family residential use shall be internally lighted and when lighted only direct, white light is permitted.

N. Detached, Permanent Signs.

The following elements shall be a requirement for all detached signs:

1. The colors and materials of which the sign structure is constructed shall be of similar materials and complementary to the principal structure.

2. A landscaped area, containing a maximum area equivalent to two times the area of the permitted sign, should be installed around the immediate base area of the sign. The maximum requirement for landscaped area shall be five hundred (500) square feet. Landscaping, provided at the around the immediate base of a sign, which is located within a required A-1, A-2, A-3 or A-4 landscape plate, along public or private street frontage, shall be construed as meeting the landscaping requirements of the required landscape plate.

3. The landscaped area should be irrigated with an underground sprinkler system.

O. Pole, Post or Pylon Signs.

All pole, post or pylon signs with support poles having a diameter (width) of less than eighteen (18) inches (1.5 feet) shall be constructed with a pole cover or jacket around the support pole(s). The minimum dimension (depth or width) of the pole cover or jacket shall be twelve (12) inches.

Sec. VIII. Regulations Applicable to Permanent Signs.

A. Applicability of this Section:

The provisions of this section shall apply to all permanent signs. In addition, permanent signs containing off-premise messages or otherwise classified as off-premise signs, shall be subject to the standards of Section IX. In case of a conflict between that section and this section, Section IX shall control. As to issues addressed in this section but as to which Section IX is silent, this section shall control.

B. Standards for Signs in the Agricultural (AG), Estate Residential (RE), Single Family Residential (RS), Duplex Residential (RD), Townhouse Residential (RTH), Multiple Dwelling Residential (three stories or less)(RML), Multiple Dwelling Residential(more than three stories)(RMM), Limited Office (OL), and Floodway (FW) Districts

1. Structural types permitted:
Attached and detached signs, except for pole and roof signs, and except as regulated by the central business improvement district I and II as contained in Chapters 12-32 through 12-44 of the City of Memphis Code.

2. Maximum gross surface area:
Twelve (12) square feet, or twelve (12) square feet per acre of area of the zoning lot, whichever is greater, up to a maximum of thirty-two (32) square feet.

3. Minimum setback: No portion of a sign shall be located within ten (10) feet of a right-of-way, and no sign greater than twelve (12) square feet in area shall be located within fifty (50) feet of an adjacent residential district or a residential portion of a planned development unless the sign is attached.

4. Maximum Number Permitted.

a. Residential uses: either one attached or one detached sign per frontage per zoning lot. Attached signs shall be limited to the name of the establishment only.

b. Nonresidential uses: one attached and one detached sign per frontage per zoning lot. Attached signs shall be limited to the name of the establishment only.

5. Maximum height:
Five feet for signs twelve (12) square feet in area or less, and twelve (12) feet for signs greater than twelve (12) square feet in area.

6. Illumination:
External or internal.

7. Lettering size of nonresidential attached signs:

a. Maximum of eighteen (18) inches in height if sign is located less than or equal to one hundred (100) feet from the street.

b. Maximum of thirty (30) inches in height if sign is located more than one hundred (100) feet from the street.

C. Standards for Signs in the General Office (OG) and Residential Multiple Dwelling, High Density (RMH) Districts.

1. Structural types permitted:
Attached and detached signs

Exception: Roof signs are only allowed in areas regulated by the Central Business Improvement District I and II as contained in Chapters 12-32 through 12-44 of the City of Memphis Code.

2. Maximum gross surface area:
Thirty-five (35) square feet per sign for each face of building, except that for attached signs whose placement is above 35 feet in height, the maximum square footage per sign shall be 50 square feet.

3. Minimum Setback.
No portion of a sign shall be located within ten (10) feet of a right-of-way, and no sign greater than twelve (12) square feet in area shall be located within fifty (50) feet of an adjacent residential district or a residential portion of a planned development unless the sign is attached.

4. Maximum Number Permitted.
a. Attached: one per ground floor establishment plus one for those with multiple establishments.

b. Detached: one per frontage per zoning lot.

5. Maximum Height.
a. Attached: as permitted by the district in which the sign is located.
b. Detached: sixteen (16) feet.

6. Illumination:
External or internal.

D. Standards for Signs in the Planned Commercial (CP), Local Commercial (CL), Parking (P), Hospital (H), College and University (CU), Highway Commercial (CH), Central Business District (CBD), Light Industrial (IL) and Heavy Industrial (I H) districts.

1. Structural types permitted:
Attached, detached and all types of changeable copy signs except as regulated by the central business improvement district I and II as contained in Chapters 12-32 through 12-44 of the City of Memphis Code. The size, operation and location of changeable copies signs shall be

subject to the controls for this type of sign established in this chapter.

2. Maximum Gross Surface Area.

a. Attached: not regulated.

b. Detached:

(1) In accordance with Table 1, Detached Sign Area and Height, set out at the end of this chapter.

(2) Signs which are not in conformance with the required elements of Section VII. N. shall be reduced in size from the maximum area permitted, in accordance with the following:

(a) A ten (10) percent reduction shall be required when the sign structure is not constructed with the same or substantially the same or similar materials of the building.

(b) A mandatory reduction of twelve (12) percent shall be required when an irrigated landscaped area equivalent to two times the sign area is not provided.

3. Minimum Setback.

a. Attached: not regulated.

b. Detached:

(1) As regulated above, but no sign shall be located within fifty (50) feet of a Residential Townhouse (R-TH), Duplex Residential (R-D), Single Family Residential (R-S), Estate Residential (R-E) or Agriculture (AG) district or equivalent residential portion of a planned development.

(2) All signs shall have a minimum setback of ten (10) feet from the roadway which fronts the property.

4. Maximum Number Permitted.

a. Attached: five per establishment and no more than two of the five may be located on any awning, canopy or marquee. Only one changeable copy sign shall be allowed. If a single owner or tenant occupies a building of more than 200,000 square feet in an industrial zone four additional signs, not on a canopy, awning, or marquee, are allowed.

b. Detached: one sign per road frontage up to two hundred (200) feet of the zoning lot, plus one additional sign for each additional two hundred (200) feet of road frontage, to a maximum of three signs. After three signs an additional sign may be added for each additional three hundred (300) feet of frontage. If installed an integrated center sign shall be considered as one of the detached signs.

5. Maximum Height.

a. Attached: as permitted by the district in which the sign is located.

b. Detached:

(1) In accordance with Table 1, Detached Sign Area and Height (see Map 1 for zone) set out at the end of this chapter.

(2) Interstate Highways 40, 55, 240, TN State Highways 300 and 385 controlled access road interchange maximum height.

If a property has frontage on a controlled access roadway (I-40, I-55, I240, TN 300 and 385 - Map 2) within one thousand five hundred (1,500) feet of a controlled access interchange measured from the center point of the interchange, the height of one sign shall be governed by the height permitted by the zoning district if the sign is oriented to and visible from the controlled access road travel lanes.

(3) For properties located within a radius of one thousand five hundred (1,500) feet from a controlled access road/arterial road interchange which do not have controlled access roadway frontage, the height of one sign shall be governed by the height of the zoning district in which the property is located, subject to administrative site plan review if the property conforms to the following criteria:

(a) The sign is oriented to and visible from the controlled access road travel lanes;

(b) The sign is located more than five hundred (500) feet from property which is utilized for single-family residences, including residential portions of a PUD, or R-S zoning; and

(c) The sign will conform in all respects except height with the standards applicable to the district in which the sign is located.

(d) If the sign will be legible from any property zoned for single-family residential use, including residential portions of a PUD, it shall not contain any moving, flashing or changeable copy elements.

If the administrative site plan is rejected, the property owner may appeal the decision of the office of planning and development to the land use control board and subsequently to the appropriate governing body.

6. Illumination permitted:

External or internal.

E. Standards for the High Density Residential (HDR), Medium Density Residential (MDR), Mixed Use (MU), Hospital Use (UH), Light Industrial Use (ULI) and SNS Districts.

F. Standards for the Bluffview Residetial District (BR), Gateway Commercial District (GC), Riverfront Residential District (RR), South Downtown Business Park District (SDBP), South Downtown Residential District (SDR), Sports and Entertainment District (SE), and South Main and South Main Extended District (SME).

Signs standards for these districts are set forth in Chapter 16-92 of the City of Memphis Code.

G. Complex Sign.

In addition to the above permitted signage, a complex sign is permitted if the following standards and requirements are met:

1. Permitted districts:

A complex sign shall be allowed in the Agricultural (AG), Estate Residential (R-E), Single Family Residential (R-S), Duplex Residential (R-D), Townhouse Residential (R-TH), or Multiple Dwelling Residential (R-M) Districts.

2. Standards.
The sign may bear no commercial message except the name of a neighborhood, project or complex containing a minimum of thirty-five (35) zoning lots or ten (10) dwelling units.

3. Maximum gross surface area:

a. The maximum gross surface area for a complex sign that conforms with the design standards of Section VII.N. shall not exceed the size shown in the column of the table below opposite the type of street from which the complex is entered:

Type of Street	Maximum Gross Surface Area for Sign
Local street (<60 feet ROW)	30 square feet.
Collector street (60-68 feet ROW)	30 square feet.
Major arterial street (69-160 feet ROW)	50 square feet.
Limited access road (>161 feet)	100 square feet.

b. Complex signs which are not in conformance with the required elements of Section VII.N. shall be reduced in size from the maximum area permitted, in accordance with the following:

(1) A ten (10) percent reduction shall be required when the sign structure is not constructed with the same or substantially the same or similar materials of the

building.

(2) A twelve (12) percent reduction shall be required when an irrigated landscaped area equivalent to two times the sign area is not provided.

4. Minimum setback:

Ten (10) feet unless attached to a wall or fence.

5. Maximum height:

The maximum height of a complex sign shall not exceed the height shown in the column of the table below opposite the type of street from which the complex is entered:

Type of Street	Maximum Height of Sign
Local street (<60 feet ROW)	10 feet.
Collector street (60-68 feet ROW)	10 feet.
Major arterial road(69-160 feet ROW)	16 feet.
Controlled access road (>161 feet ROW)	24 feet.

6. Illumination:
Direct or indirect.

7. Structural types permitted:
Detached or attached to a wall or fence.

8. Maximum number permitted:
One per frontage on the periphery of the complex.

H. Integrated Center Sign.

In addition to the above permitted signage, an integrated center sign is permitted if the following standards and requirements are met:

1. Permitted districts:

An Integrated Center Sign shall be allowed in the General Office (O-G), Planned Commercial (C-P), Parking (P), Hospital (H), College and University (C-U), Highway Commercial (C-H), Light Industrial (I-L) and Heavy Industrial (I-H) districts for any integrated center in such districts.

2. Structural types permitted:
Detached and all types of changeable copy signs except changeable copy

signs shall not be allowed in the General Office (O-G).

3. Standards.

a. The sign can only identify the name of the integrated center and/or the center's establishments. If the sign is to contain the establishments of the center it must contain at least two establishments. An integrated center may contain more than one zoning lot, however, in this instance the permanent detached on-premise sign requirements (this section) shall be calculated as if the integrate center was one zoning lot. Otherwise an integrated center sign is not permitted.

b. An integrated center sign shall also be permitted in the General Office O-G district, if the center contains three or more zoning lots, has a total of two or more acres, and has shared parking or shared access; or meets the requirements of subsection (G)(3)(a) of this section.

4. Maximum gross surface area:

a. In accordance with Table 2, Integrated Center Sign Area and Height, set out at the end of this chapter.

b. Integrated center signs which are not in conformance with the required elements of Section VII.(N), shall be reduced in size from the maximum area permitted, in accordance with the following:

(1) A ten (10) percent reduction shall be required when the sign structure is not constructed with the same or substantially the same or similar materials of the building.

(2) A twelve (12) percent reduction shall be required when an irrigated landscaped area equivalent to two times the sign area is not provided.

5. Minimum Setback.
No integrated center sign shall be located within fifty (50) feet of a Townhouse Residential (R-TH), Duplex Residential (R-D), Single Family Residential (R-S) or Agricultural (AG) district, or equivalent residential portion of a planned development.

6. Maximum number permitted:
One per frontage up to six hundred (600) feet of the integrated center, plus one additional integrated center sign for each additional four hundred (400) feet of each road frontage. However, frontage that is counted to permit any detached sign, including an integrated center sign, shall not be counted to permit any other detached or integrated center sign.

7. Maximum Height.

a. In accordance with Table 2, Integrated Center Sign Area and Height (See Map 1 for zone), set out at the end of this section.

b. U.S. Interstate Highways 40, 55, 240 and TN State Highways 300 and 385

controlled access road interchange maximum height.

If a property has frontage on a controlled access roadway (I-40, I-55, I-240, TN 300 and 385 - Map 2) within one thousand five hundred (1,500) feet of a controlled access interchange measured from the centerpoint of the interchange, the height of one sign shall be governed by the height permitted by the zoning district if the sign is oriented to and visible from the controlled access road travel lanes.

c. For properties located within a radius of one thousand five hundred (1,500) feet from a controlled access road/arterial road interchange which do not have controlled access roadway frontage, the height of one sign shall be governed by the height of the zoning district in which the property is located, subject to administrative site plan review if the property conforms to the following criteria:

(1) The sign is oriented to and visible from the controlled access road travel lanes;

(2) The sign is located more than five hundred (500) feet from property which is utilized for single-family residences (R-S) zoning, including residential portions of a PUD; and

(3) The sign will conform in all respects except height with the standards applicable to the district in which the sign is located.

(4) If the sign will be legible from any property zoned for single-family residential use, including residential portions of a PUD, it shall not contain any moving, flashing or changeable copy elements.

If the administrative site plan is rejected, the property owner may appeal the decision of the office of planning and development to the land use control board and subsequently to the appropriate governing body.

8. Illumination:

External or internal.

I. Other Requirements for Detached Signs.

1. Spacing

The minimum permissible horizontal distance between freestanding signs on the same property is seventy-five (75) feet.

2. Protection from Vehicle Damage

Where a freestanding sign is located in a vehicular parking or circulation area, a base or barrier of concrete or steel, not less than thirty (30) inches high, shall be provided to protect the base of the sign from damage by vehicles.

3. Requirement for Street Address

All detached signs shall provide the address and street of the building served, with minimum four-inch text. The address shall be posted in a color contrasting that of the marquee/signboard/pole cover jacket/base. When the building utilizes multiple addresses,

such as multiple occupant mercantile tenants, the address range shall be posted.

Sec. IX. Standards Applicable to Permanent Off-premise Signs.

A. Where permitted:

Permanent, off-premise signs are declared to be a principal use of the property on which they are located and are therefore allowed on sites which are legal lots in accordance with the requirements of the subdivision regulations and are:

1. Located in the Commercial Highway (C-H), Central Business District (CBD) (outside the Central Business Improvement District (CBID)), Light Industrial (I-L), or Heavy Industrial (I-H) zoning district;

2. Located within 300 feet of an U.S. Interstate highway;

3. Has legal access from a public highway or street other than the U.S. Interstate Highway, or from a legally recorded easement from such public highway or street other than the U. S. Interstate Highway.

B. Maximum gross surface area:

Six hundred seventy-two (672) square feet.

C. Structural type permitted:

1. Attached wall signs (See definition of wall sign, Section III);
2. Detached signs.
3. Changeable Copy

D. Minimum setback:

For supporting columns the minimum required front yard for the district in which the sign is located (See Chart II of zoning ordinance, set out at the end of this title), or no closer than the setback of the closest nonresidential principal building on the same side of the road that is within two hundred (200) feet of the proposed sign, whichever is less. In no instance shall any portion of the sign, or column be setback less than twenty (20) feet.

E. Maximum number permitted:

1. One sign (either attached or detached) with one thousand (1,000) foot spacing between such signs (measured from the center of the pole or edge of wall if attached) located along the same side of the same road.

Exception: If more than eleven percent (11%) of a sign surface area consists of an automatic changeable copy video element there shall be a 2,000 foot separation between it and any other automatic changeable copy video sign with more than eleven percent (11%) of its sign face containing an automatic changeable copy video element

along the same side of the same road facing the same direction.

2. Where located at or along the interchange of two or more U.S. Interstate Highways, no off-premise sign shall be closer than 1000 feet from another off-premise sign, or closer than 2000 feet where the signs includes more than eleven percent (11%) of their sign faces as automatic changeable copy video signs, along the same side of a direct route of travel available to a motorist via roadway or ramp connecting these interstates.

3. All off-premise automatic changeable copy video signs including more than eleven percent (11%) of their sign face as automatic changeable copy video and that require a permit from the Tennessee Department of Transportation shall first obtain that state permit and shall include a copy of that permit with the application of a building permit to Construction Code Enforcement.

F. Other Standards.

In addition to the above, the following requirements shall apply to all off-premises signs in all districts:

1. No portion of a detached sign, if it is legible from the interstate freeway, shall be closer than ten (10) feet from the interstate freeway right-of-way and/or one hundred (100) feet from any emergency stopping shoulder lane.

2. No detached sign shall be permitted where the sign face or back of the sign is located within one hundred (100) feet of any property zoned residential or the residential portion of a planned development at the time the sign permit is secured.

3. No portion of a detached sign, pole or other supporting structure shall be located within one hundred (100) feet of any property zoned residential or the residential portion of a planned development.

4. The maximum gross surface area of a sign is as follows:

a. Along all U.S .Interstate Highways in Memphis and Shelby County; six hundred seventy-two (672) square feet.

b. Notwithstanding the other provisions of this section, off-premise signs are not permitted in the Central Business Improvement District (CBID) and Central Business Improvement District II (CBIDII), regardless of the proximity to, or potential legibility from, a U.S. Interstate Highway.

5. Signs may be externally or internally illuminated.

6. Signs shall not exceed the maximum height permitted for detached signs in the district where the sign is located (see Section VIII).

7. Off-premises signs shall not be permitted to be erected at any location within the City of Memphis and Shelby County except within those zoning districts that expressly allow off-premise signs, in locations where each portion of the installed sign is within 300 feet of U.S.

Interstate Highways and the sign face is oriented toward such U.S. Interstate Highway.

8. Two decals are required for each off-premise sign. The decal on the board shall include the name of the current owner. The decal on the pole shall be at eye level and shall include the meter box address of the sign. Decals shall be provided at the final inspection of the sign by the Building Official. Failure to display the decals or improper display of the decals will result in the Department taking action as described in Section III.C.3.

G. Flashing Signs, Moving Signs and Changeable Copy On Off-Premise Signs.

1. General Rule - Signs that move, flash or simulate movement are prohibited. A changeable copy sign is considered a different classification of sign under this ordinance; conversion of an existing sign to an automatic changeable copy video sign or to add an automatic changeable copy video element(s) to it is allowed only if the modified sign will conform with all standards in this section and with all other applicable standards related to the location, height, size and other characteristics of the sign. Conversion of an existing off premise sign to an automatic changeable copy sign or to another changeable copy technology, including digital changeable copy, shall require a permit in accordance with Section III.B.

2. Rules for Changeable Copy Signs Allowed under this Chapter. Automatic changeable copy off-premise signs shall be permitted only in those districts in which "changeable copy video sign, automatic" is listed as a permitted sign type and shall be subject to the following additional restrictions:

a. Such technology shall be programmed so that the message or image on the sign changes no more often than every eight seconds.

b. There shall be no effects of movement, flashing, scintillation, or similar effects in the individual images.

c. Changes of image shall be substantially instantaneous as seen by the human eye and shall not use fading, rolling, window shading, dissolving or similar effects as part of the change.

d. Video technology in signs shall use automatic level controls to reduce light levels at night and under cloudy or other darkened conditions, in accordance with the following standards. All electronic or digital display unit message boards shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the electronic billboard based on ambient light conditions. Maximum brightness levels for electronic or digital display boards shall not increase by more than 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a preset distance of two hundred and fifty (250) feet for signs having a copy area of six hundred and seventy two (672) square feet. For electronic and digital copy area having a size other than 672 square feet, the pre-set distance of measurement shall be adjusted to an equivalent distance based upon the particular copy area size being considered as recommended by the Illuminating Engineering Society of North America (IESNA)

e. Any sign using video technology which malfunctions, fails, or ceases to operate in its usual or normal programmed manner causing therein motion, movement, flashing or any other similar effects, shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.

H. Illuminated Signs.

1. Externally illuminated signs shall be shaded wherever necessary to avoid casting a direct beam of light upon property located in any residential district and the residential portion of an approved planned development.

2. No sign legible from any public right-of-way shall utilize:

a. Any exposed incandescent lamp with a wattage of more than sixty (60) watts unless a dimmer or sun screen is attached;

b. Any revolving beacon light;

c. A luminance in excess of three hundred fifty (350) foot lamberts measured at the sign face;

I. Sign Maintenance.

The sign owner shall be liable to maintain such sign, including its illumination sources, in neat and orderly condition and good working order at all times and to prevent the development of any deterioration in the safety of such sign. Nothing in this chapter shall prohibit the routine maintenance of any nonconforming sign or the changing of the copy or content of any nonconforming sign, except where such maintenance or change in copy would increase the degree of its nonconformity.

J. Nonconforming Off-Premise Sign Defined.

Any sign in existence on the effective date of this amendment which violates or does not conform to the current provisions of this Chapter, but was constructed, erected or maintained in accordance with the requirements of previously existing ordinances/resolutions or regulations, shall be regarded as a nonconforming sign. Any off-premise sign which was a legal nonconforming sign prior to the adoption of the 2005 amendments to the predecessor of this ordinance (which amendments prohibited off-premise signs at any location not within 300 feet of a U.S. Interstate Highway) shall remain a legal nonconforming sign and shall be treated as such, regardless of the fact that the passage of this amendment may create an additional characteristic of nonconformity because of its location other than along or within 300 feet of an U.S. Interstate Highway

K. Nonconformity Provisions Related To Off-Premise Signs

In addition to the provisions of paragraph 1 of sub-section F of Section V., which apply to all nonconforming signs, the following provisions shall apply to nonconforming off-premise signs:

a. No nonconforming off-premise sign which has been removed voluntarily shall be replaced. This restriction is not intended to prevent the future erection of other signs on the site that conform fully with the provisions of this ordinance.

b. Any nonconforming off-premise sign, the use or copy of which is discontinued or removed for a period of six months regardless of any intent to resume or not to abandon such sign shall be deemed to be abandoned and shall not thereafter be re-established. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such sign.

c. Any period of such discontinuance caused by governmental action, strikes or acts of God, without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for the purpose of this subdivision.

L. Removal of Nonconforming Signs.

1. Any Nonconforming Sign.

a. If a nonconforming sign is damaged or destroyed by a force of nature or other action beyond the control of the sign owner, then it may be replaced with a sign of identical size in the same location or by a conforming sign provided that a complete application for a permit for the replacement is filed within sixty (60) days of the date of the damage or destruction, and the replacement or repair is completed before the expiration of the permit or any valid extension thereof. The repaired or replacement sign shall be considered a legal nonconforming sign.

b. If a nonconforming sign is voluntarily removed or damaged or destroyed through the actions of the sign owner, then such sign shall not be replaced except with a sign that fully conforms with the requirements of this ordinance. If such sign is an off-premise sign that is located more than 300 feet from a U.S. Interstate Highway, it shall not be replaced with an off-premise sign.

2. Off-Premise Signs.

In addition to the provisions of paragraph 1 of this sub-section L, which apply to all nonconforming signs, the following provisions shall apply to nonconforming off-premise signs:

a. No nonconforming off-premise sign which has been removed voluntarily shall be replaced. This restriction is not intended to prevent the future erection of other signs on the site that conform fully with the provisions of this ordinance.

b. Any nonconforming off-premise sign, the use or copy of which is discontinued or removed for a period of six months regardless of any intent to resume or not to abandon such sign shall be deemed to be abandoned and shall not thereafter be re-established. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such sign.

c. Any period of such discontinuance caused by government actions, strikes or acts of God, without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for the purposes of this subdivision.

M. Alteration, Expansion or Moving of Off-Premise Sign.

Any nonconforming off-premise sign shall not be changed or altered in any manner which would increase the degree of its nonconformity; be expanded; structurally altered to prolong its useful life; or removed in whole or in part to any other location where it would be nonconforming. Replacing the support structure of the sign shall be structurally altering the sign to prolong its useful life. Converting a sign to a different technology, such as tri-vision or changeable copy technology is prohibited unless the modified sign fully conforms to the applicable restrictions of this Chapter, including but not limited to those that specify the locations at which such technology is permitted.

N. Severability of Prohibition on Off-Premise Signs.

If any part section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter and/or an other provisions of this Chapter or other provisions of Zoning Ordinance or this Code are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the limitations on off-premise signs as contained herein.

Sec. X. Temporary Sign Regulations.

A. Standards for Agricultural (AG), Single Family Residential (R-S), Duplex Residential (R-D), Townhouse Residential (R-TH), Multiple Dwelling Residential (RM), Limited Office (O-L) Districts

1. Dimensions and Types Permitted

a. Such signs shall be detached signs or attached;

b. Signs in the Agricultural (AG), Multiple Dwelling Residential (R-M) and Limited Office (O-L) Districts shall not exceed eight feet in height and 16 square feet in area for any parcel that is less than two acres and an additional 16 square feet for any parcel that is two acres or more;

c. Signs in the Single Family Residential (R-S), Duplex Residential (R-D), Townhouse Residential (R-TH) Districts shall not exceed five feet in height and seven square feet in area;

d. All such signs may be double-faced, with the area limitation applying only to one face;

e. Such signs shall be set back at least 10 feet from the right-of-way and 15 feet from any other lot line.

2. Number Permitted

Each occupied lot in a residential district shall be allowed a total of four detached signs, including not more than one permanent detached sign, and temporary detached signs (up to a total of four detached signs at any time) in addition to the one temporary attached sign in those districts identified in this section as allowing temporary attached signs.

3. Illumination

Signs allowed under this subsection in the Single Family Residential (R-S), Duplex Residential (R-D) and Townhouse Residential (R-TH) Districts shall not be separately illuminated. Signs in the Agricultural (AG), Multiple Dwelling Residential (R-M), and Limited Office (O-L)Districts may be separately illuminated by direct white light, provided that no illuminated sign shall be located closer than 50 feet to any property zoned for single-family residential use.

4. Limitations on Commercial Messages

All such signs may bear any message that is not a commercial message. The permanent sign may not contain a commercial message, and no more than two (2) signs on a lot in a residential district at any one time, including all wall signs, detached signs, temporary signs, and others, may contain a commercial message. The only commercial messages permitted on such signs are messages related to commercial activity lawfully conducted on the premises, including the lawful, occasional sale of personal property (such as through a garage sale or yard sale) or the sale, rental or lease of the premises.

5. Limitations on Time of Display

Signs related to the sale of personal property shall be removed within twenty-four hours after the end of the sale. Signs related to the sale, lease or rental of the premises shall be removed no later than the date on which the deed, lease or other document representing the transaction is completed. Any such sign may contain any message other than a commercial message. If a message relates to an election or special event, such sign shall be removed within seven (7) days following the conclusion of such election or other event.

B. Standards for the General Office (OG), Planned Commercial (CP), Local Commercial (CL), Parking (P), Hospital (H), College and University (CU), Highway Commercial (CH), and Central Business District (CBD) outside Central Business Improvement District (CBID) Districts

1. Dimensions and Types Permitted

a. All such signs shall be attached or detached signs;

b. Such detached signs shall not exceed eight feet in height. No such sign has be larger

than 16 square feet for any parcel that is less than 2 acres and an additional 16 square feet for any parcel that is two acres or more;

c. All such signs may be double-faced, with the area limitation applying only to one face; and

d. Such detached signs shall be set back at least 15 feet from the right-of-way and 15 feet from any other lot line.

2. Number Permitted

Each occupied lot in these districts shall be allowed one temporary detached sign and one temporary attached sign per lot frontage

3. Illumination

Such signs shall not be separately illuminated.

4. Limitations on Commercial Messages

Such signs may bear any message that is not a commercial message. Any such sign may also bear a commercial message related to goods or services offered on the zoning lot where the sign is located, including the sale, rental or lease of the premises on which it is located or any part thereof. If the sign is located on a vacant lot, the sign shall only advertise a business, product or service permitted in the district where the sign is located, or that is permitted in any more restrictive district.

5. Limitations on Time of Display

Signs related to the sale, lease or rental of the premises shall be removed no later than the date on which the deed, lease or other document representing the transaction is completed. If a message relates to an election or special event, such sign shall be removed within seven (7) days following the conclusion of such election or other event. Any sign with any other commercial message shall be removed within one year of the date of issuance of the permit.

C. Standards for the Light Industrial (I-L) and Heavy Industrial (I-H) Districts

1. Dimensions and Types Permitted.

a. Such signs shall be attached or detached signs;

b. Such detached signs shall not exceed 8 feet in height and 16 square feet for any parcel that is less than 2 acres and an addition 16 square feet for any parcel that is more than 2 acres.

c. Such attached signs shall not exceed 8 feet in height or 16 square feet for any parcel that is less than 2 acres and an additional 16 square feet for any parcel 2 acres or more unless it is a wall sign in which case it may be up to 500 square feet.

d. All such signs may be double faced with the area limitation applying to one face; and;

e. Such signs shall be set back at least 15 feet from the right-of-way and 15 feet from any other lot line.

2. Number permitted

Each occupied lot in these districts shall be allowed one temporary detached sign and one temporary attached sign per lot frontage.

3. Illumination

Such signs shall not be separately illuminated

4. Limitation of Commercial Messages

Such signs may bear any message that is not a commercial message. Any such sign may also bear a commercial message related to goods or services offered on the zoning lot where the sign is located, including the sale, rental or lease of the premises on which it is located or any part thereof. If the detached sign is located on a vacant lot, the sign shall only advertise a business, product or service permitted in the district where the sign is located, or that is permitted in any more restrictive district.

5. Limitation on Time of Display

Any sign with any commercial message shall be removed within one year of the date of issuance of the permit and a permit for that sign is not renewable for three months thereafter.

Sec. XI. Noncommercial Messages Always Permitted

Any sign allowed under this Chapter may contain, in lieu of any other message or copy, any lawful noncommercial message that does not direct attention to a business operated for profit, or to a product, commodity or service for sale or lease, or to any other commercial interest or activity, so long as said sign complies with the size, height, area and other requirements of this Chapter.

Sec.XII. Violations.

Any of the following shall be a violation of this chapter and shall be subject to the enforcement remedies and penalties provided by this title:

A. To install, create, or erect any sign in a way that is inconsistent with any plan or permit governing such sign or the zoning lot on which the sign is located;

B. To install, create, or erect, any sign requiring a permit without such permit;

C. To install, create, or erect any sign in a way that is inconsistent with any plan or permit governing such sign or the zoning lot on which sign is located;

D. To fail to remove any sign that is installed, created, erected, or maintained in violation of this chapter, or for which the sign permit has lapsed;

E. To continue any such violation. Each such day of a continued violation shall be considered a separate violation when applying the penalty portions of this title.

Sec. XIII. Enforcement And Penalties.

A. Any violation or attempted violation of this chapter or of any condition or requirement adopted pursuant hereto may be restrained, corrected or abated, as the case may be, by injunction or other appropriate proceedings pursuant to state law. A violation of this chapter shall be considered a violation of the joint zoning ordinance/resolution of the city and county. The remedies of the city and/or county shall include, but not be limited to the following:

1. Issuing a stop-work order for any and all work on any signs on the same zoning lot;

2. Seeking an injunction or other order of restraint or abatement that requires the removal of the sign(s) or the correction of the nonconformity;

3. Imposing any penalties that can be imposed directly by the city and/or county under the joint zoning ordinance/resolution;

4. Seeking in court the imposition of any penalties that can be imposed by such court under the joint zoning ordinance/resolution; and

5. In the case of a sign that poses an immediate danger to the public health or safety, taking such measures as is available to the city and county under the applicable provisions of the joint zoning ordinance/resolution and building code for such circumstances.

B. All such remedies provided herein shall be cumulative. To the extent that state law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

Sec. XIV. Severability

A. Generally.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter, except as limited by Section XV.B.

B. Severability where less speech results.

Without diminishing or limiting in any way the declaration of severability set forth above in subsection A of this section or elsewhere in this Chapter or this Code, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter is

declared unconstitutional shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise additional standards

C. Severability of provisions pertaining to prohibited signs.

Without diminishing or limiting in any way the declaration of severability set forth above in subsection A of this section, or elsewhere in this Chapter or in this Code, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter or any other laws declared unconstitutional by valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter that pertains to prohibited signs, including specifically those signs and sign types prohibited and not allowed under Sec. IV. of this Chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter or of any part of the Zoning Ordinance is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this Chapter, except as expressly provided in Section XV.A.

D. Severability of prohibition on off-premise signs.

If any part section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter and/or an other provisions of this Chapter or other provisions of Zoning Ordinance or this Code are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the limitations on off-premise signs as contained herein.

TABLE 1 DETACHED SIGN AREA & HEIGHT

	Zone 1* Inside East, North, South Parkway and Interstate 240 Loop Frontage Multiplier (ft.)	Zone 1* Inside East, North, South Parkway and Interstate 240 Loop Maximum Square Feet	Zone 1* Inside East, North, South Parkway and Interstate 240 Loop Maximum Height (ft.)	Zone 2* Inside Interstate 40 / Interstate 55 / Interstate 240 Loop Frontage Multiplier (ft.)	Zone 2* Inside Interstate 40 / Interstate 55 / Interstate 240 Loop Maximum Square Feet	Zone 2* Inside Interstate 40 / Interstate 55 / Interstate 240 Loop Maximum Height (ft.)	Zone 3* Outside Interstate 40 / Interstate 55 / Interstate 240 Loop Frontage Multiplier (ft.)	Zone 3* Outside Interstate 40 / Interstate 55 / Interstate 240 Loop Maximum m Square Feet	Zone 3* Outside Interstate 40 / Interstate 55 / Interstate 240 Loop Maximum m Height (ft.)	Zone 4** Interchange Maximum Height
Minor Street =59' ROW)	0.0	25	6	0.2	35	6	0.2	35	15	As Permitted District
Collector Street (60-70' ROW)	0.2	35	10	0.3	50	10	0.4	50	30	As Permitted District
Major Arterial Road (71-160' ROW)	0.7	200	20	0.9	250	25	0.9	300	35	As Permitted District
Controlled Access Road (=161' ROW)	0.7	200	25	0.9	250	35	0.9	300	50	As Permitted District

Notes:

1) Frontage that is counted to permit any detached sign, including an integrated center sign, shall not be counted to permit any other detached or integrated center sign.

2) Minimum 40 feet of frontage required, except that 100 feet is required for pole signs along controlled access roads.

* As shown on Map #1.

** As shown on Map #2.

Chart I

Detached Sign Area Calculations

(Lot Frontage in Feet) Table 2 Integrated Center Sign Area and Height Notes:

Multiplier (feet)	1	2	3	4	5	6	7	8	9	10	20	30	40	50	60	70	80	90	100
0.2	0.2	0.4	0.6	0.8	1.0	1.2	1.4	1.6	1.8	2	4	6	8	10	12	14	16	18	20
0.3	0.3	0.6	0.9	1.2	1.5	1.8	2.1	2.4	2.7	3	6	9	12	15	18	21	24	27	30
0.4	0.4	0.8	1.2	1.6	2	2.4	2.8	3.2	3.6	4	8	12	16	20	24	28	32	36	40
0.7	0.7	1.4	2.1	2.8	3.5	4.2	4.9	5.6	6.3	7	14	21	28	35	42	49	56	63	70
0.9	.9	1.8	2.7	3.5	4.5	5.4	6.3	7.2	8.1	9	18	27	36	45	56	63	72	81	90

Zone 1 Inside East, North, South Parkway & Interstate Loop Frontage Multiplier	**Zone 1 Inside East, North, South Parkway & Interstate Loop Maximum Square Feet**	**Zone 1 Inside East, North, South Parkway & Interstate Loop Maximum Height**	**Zone 2 Inside East, North, South Parkway & Interstate Loop Frontage Multipliet**	**Zone 2 Inside East, North, South Parkway & Interstate Loop Maximum Square Feet**	**Zone 2 Inside East, North, South Parkway & Interstate Loop Maximum Height**	**Zone 3 Inside East, North, South Parkway & Interstate Loop Frontage Multipliet**	**Zone 3 Inside East, North, South Parkway & Interstate Loop Maximum Square Feet**	**Zone 3 Inside East, North, South Parkway & Interstate Loop Maximum Height**	**Zone 4 Interstate Interchange**
Local Street (=59' ROW)	**0.0**	**35**	**8**	**0.2**	**50**	**8**	**0.2**	**50**	**As Permitted By District**

Collector Street (60-70' ROW)	**0.2**	**100**	**15**	**0.3**	**150**	**15**	**0.4**	**200**	**As Permitted By District**
Major Arterial Road (71-160' ROW)	**0.8**	**300**	**20**	**1.0**	**350**	**35**	**1.0**	**400**	**As Permitted By District**
Controlled Access Road (=161' ROW)	**0.8**	**300**	**25**	**1.0**	**350**	**40**	**1.0**	**400**	**As Permitted By District**

1) Frontage that is counted to permit any detached sign, including an integrated center sign, shall not be counted to permit any other detached or integrated center sign.

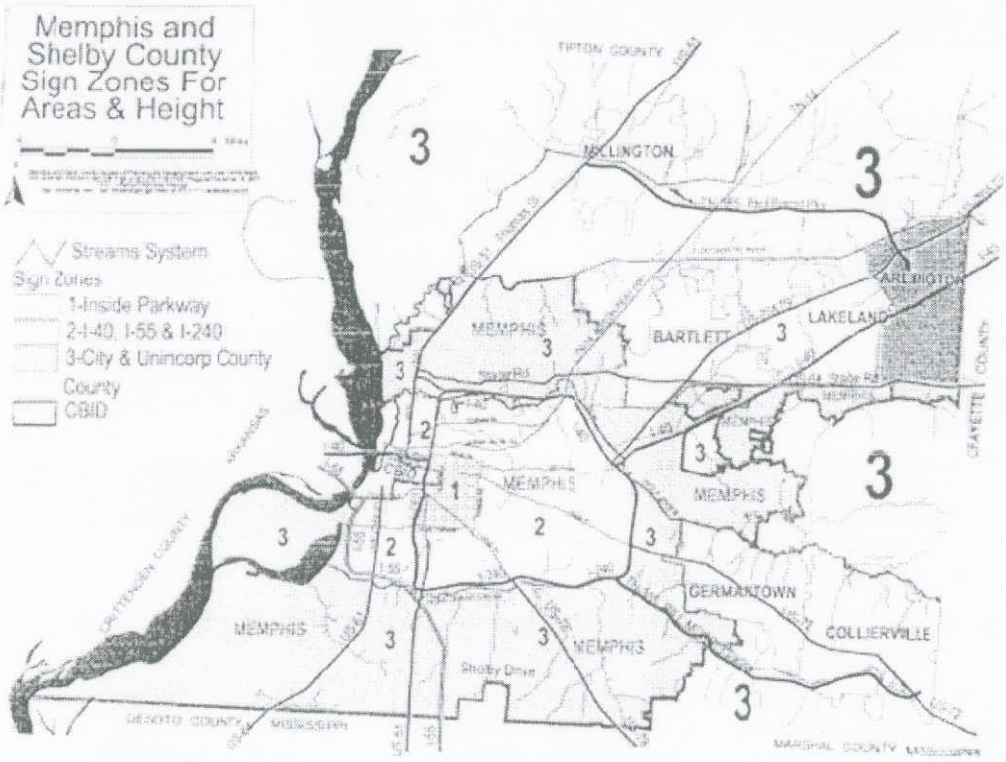
2) Minimum 40 feet of frontage required, except that 100 feet is required for pole signs along Controlled Access Roads.

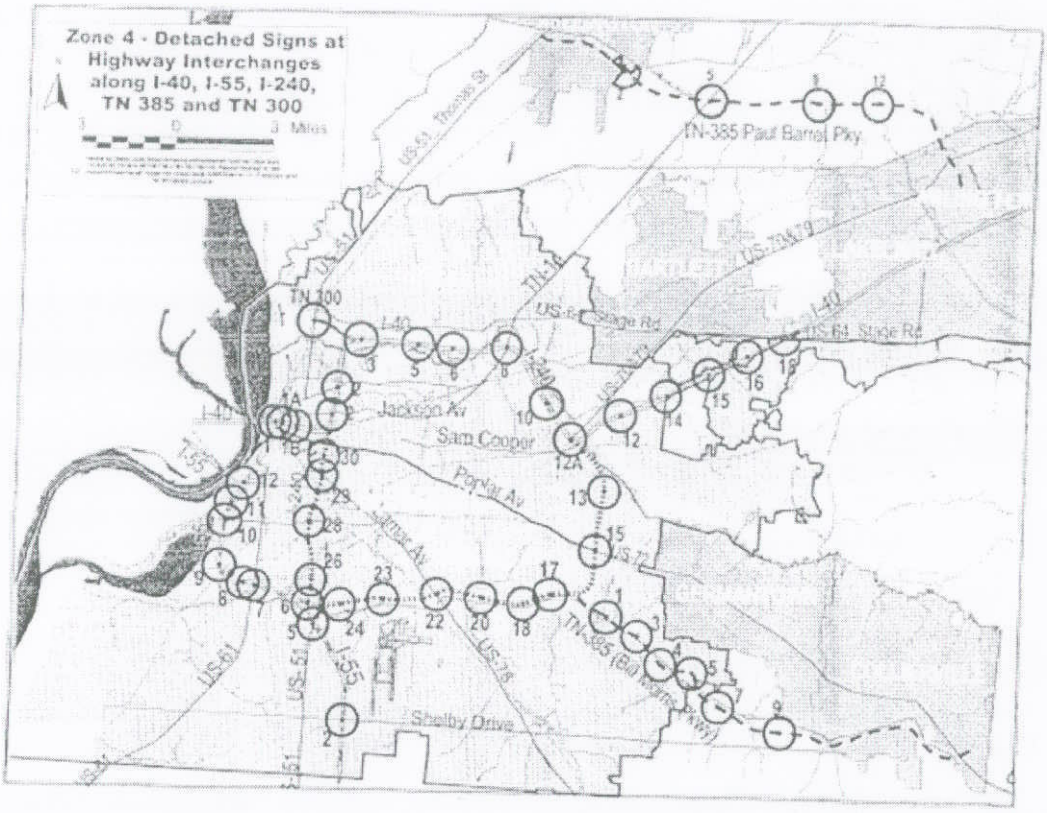
* As shown on Map #1.

** As shown on Map #2.

Chart II

Sign Area Calculations


Memphis and Shelby County Sign Zones For Areas & Height
Streams System
Sign Zones
1-Inside Parkway
2-I-40, I-55 & I-240
3-City & Unincorp County
County
CBID
TIPTON COUNTY
MILLINGTON
ARLINGTON
LAKELAND
BARTLETT
MEMPHIS
GERMANTOWN
COLLIERVILLE
Shelby Drive
DESOTO COUNTY MISSISSIPPI
MARSHAL COUNTY MISSISSIPPI
CRAYETTE COUNTY
CRITTENDEN COUNTY


Zone 4 - Detached Signs at Highway Interchanges along I-40, I-55, I-240, TN 385 and TN 300
Miles
TN-385 Paul Barrett Pky
TN 300
I-40
I-55
US-64 Stage Rd
Jackson Av
Sam Cooper
Poplar Av
Shelby Drive
US-61
US-51
US-78
US-72
US-70&79

Chapter 30 Nonconformities

Section V. Nonconforming Signs

A. Applicability

The provisions of this section shall not apply to signs located in the Central Business District within the CBID I and II.

B. Distinction of Effect on Illegal Signs.

Any sign in existence on the effective date of this amendment which was constructed, erected or maintained in violation of the requirements of ordinances/resolutions or regulations as previously existing, or any sign erected after the effective date of this amendment which does not conform to the requirements of Chapter 29 shall be deemed illegal and removed, or otherwise made to conform with the current requirements of Chapter 29 within thirty (30) days of written notification by the building official.

C. Signs Granted a Variance.

Any sign granted a variance by the board of adjustment may be continued after the effective date of this chapter regardless of any nonconformity with these provisions.

D. Nonconforming Signs Defined.

Any sign in existence on the effective date of this amendment which violates or does not conform to the current provisions of Chapter 29, but was constructed, erected or maintained in accordance with the requirements of previously existing ordinances/resolutions or regulations, shall be regarded as a nonconforming sign. Any off-premise sign which was a legal nonconforming sign prior to the adoption of the 2005 amendments to the predecessor of this ordinance (which amendments prohibited off-premise signs at any location not within 300 feet of a U.S. Interstate Highway) shall remain a legal nonconforming sign and shall be treated as such, regardless of the fact that the passage of this amendment may create an additional characteristic of nonconformity because of its location other than along or within 300 feet of an U.S. Interstate Highway.

E. Alteration, Expansion Or Moving.

No nonconforming sign shall be changed or altered in any manner which would increase the degree of its nonconformity; be expanded; structurally altered to prolong its useful life; or removed in whole or in part to any other location where it would be nonconforming. Replacing the support structure of the sign shall be structurally altering the sign to prolong its useful life. Because the use of technologies such as tri-vision, changeable copy and automatic changeable copy increases the potential for distracting drivers and increases the visual intrusion of a sign on the streetscape, converting a sign to a different technology, such as tri-vision or changeable copy technology is prohibited unless the modified sign fully conforms with the applicable

restrictions of this Chapter, including but not limited to those that specify the locations at which such technology is permitted.

F. Removal of Nonconforming Signs.

1. Any Nonconforming Sign.

a. If a nonconforming sign is damaged or destroyed by a force of nature or other action beyond the control of the sign owner, then it may be replaced with a sign of identical size in the same location or by a conforming sign provided that a complete application for a permit for the replacement is filed within sixty (60) days of the date of the damage or destruction, and the replacement or repair is completed before the expiration of the permit or any valid extension thereof. The repaired or replacement sign shall be considered a legal nonconforming sign.

b. If a nonconforming sign is voluntarily removed or damaged or destroyed through the actions of the sign owner, then such sign shall not be replaced except with a sign that fully conforms with the requirements of this ordinance. If such sign is an off-premise sign that is located more than 300 feet from a U.S. Interstate Highway, it shall not be replaced with an off-premise sign.

c. Any nonconforming on-premise sign, the use or copy of which is discontinued or removed for a period of three hundred sixty-five (365) days regardless of any intent to resume or not to abandon such sign shall be deemed to be abandoned and shall not thereafter be reestablished. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such sign.

d. Any period of such discontinuance caused by government actions, strikes or acts of God, without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for the purposes of this subdivision.

2. Off-premise Signs.

In addition to the provisions of paragraph 1 of this sub-section F, which apply to all nonconforming signs, the following provisions shall apply to nonconforming off-premise signs:

a. No nonconforming off-premise sign which has been removed voluntarily shall be replaced. This restriction is not intended to prevent the future erection of other signs on the site that conform fully with the provisions of this ordinance.

b. Any nonconforming off-premise sign, the use or copy of which is discontinued or removed for a period of six months regardless of any intent to resume or not to abandon such sign shall be deemed to be abandoned and shall not thereafter be reestablished. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such sign.

c. Any period of such discontinuance caused by government actions, strikes or

acts of God, without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for the purposes of this subdivision.

3. Removal of Nonconforming Sign Upon Change of Principal Use.

Any nonconforming sign shall be removed or brought into compliance with this chapter immediately upon a change in the principal use of the site, in accordance with Chart 1, Uses Permitted, set out at the end of this title.

G. Enforcement of Removal.

The building official shall conduct an inspection of every sign at least once each year to determine whether the sign conforms with the provisions of this title, make a written record of each such inspection and make all such reports available for public inspection during regular business hours.

If any sign is not removed as required by subsection C and (F)(1) through (3) of this section, the building official shall initiate the necessary proceedings to secure removal of such illegal or nonconforming sign, or secure compliance with the provisions of this title.

Any owner who fails to remove an illegal sign within thirty (30) days of written notification by the building official, shall be fined fifty dollars ($50.00) per day until the sign is removed. In the event that an illegal sign is not removed within ninety (90) days of written notification of the owner by the building official, the city and/or county of Shelby are authorized to remove; but are not required to remove, the sign with all reasonable costs associated therewith to be paid by the owner. The city or county of Shelby shall have a lien on the property where the illegal sign was located for all reasonable costs that they incur in removing the sign.

Any resident of the city or the county of Shelby is authorized and empowered to initiate the necessary proceedings in environmental court to secure removal of an illegal sign if, but only if, the building official fails to initiate proceedings against the owner of the illegal sign to secure removal of the sign within ninety (90) days of written notification of the owner by the building official as set forth in the preceding paragraph.

Any owner who fails to remove a nonconforming sign within the applicable time set forth in subsection F.1. through 3 of this section, shall be fined fifty dollars ($50.00) per day until the sign is removed. In the event that a nonconforming sign is not removed within the time set forth in subsection F.1. through 3 of this section, the city and/or county of Shelby are authorized to remove; but are not required to remove, the sign with all reasonable costs associated therewith to be paid by the owner. The city or county of Shelby shall have a lien on the property where the nonconforming sign was located for all reasonable costs that they incur in removing the sign.

Any resident of the city or the county of Shelby is authorized and empowered to initiate the necessary proceedings in environmental court to secure removal of a nonconforming sign if removal of the sign is required under subsection F.1. through 3 of this section and if, but only if, the building official fails to initiate proceedings against the owner of the nonconforming sign to secure removal of the sign within ninety (90) days of the applicable time set forth in subsection F.1. through 3. of this section.

Upon the determination of the building official that a sign remains nonconforming after termination of the allowable time periods provided for herein above, the building official shall notify the sign owner and/or the owner of the land on which the nonconforming sign is located and such owner shall have thirty (30) days after such written notice within which to remove the sign. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance or properly appealed before the Memphis and Shelby County board of adjustment, the building official shall issue a summons into environmental court.

The removal expense may be made a lien upon such real property by the building official sending by certified mail to the owner of such real property, a notice of lien for the cost of such removal. The cost of all such mailing and the cost of obtaining the name and address of the owners shall be part of the cost of such removal.

H. Forfeiture.

Any private sign installed or placed on public property shall be forfeited to the public and subject to confiscation, unless it conforms to the requirements of this chapter. In addition to other remedies granted to it by this chapter, the building official shall have the right to recover from the owner or person placing the sign, the full costs of removal and disposal of the sign in a civil action.

Sec. VI. Exception For Repairs Pursuant To Public Order.

Nothing in this chapter shall be deemed to prevent the strengthening or restoration to a safe condition of a building, structure or sign in accordance with an order of a public official who is charged with protecting the public safety and who declares such structure to be unsafe and orders it to be restored to a safe condition provided such restoration is not otherwise in violation of the various provisions of this chapter prohibiting the repair or restoration of partially damaged or destroyed buildings, structures or signs.

SUMMARY SHEET

I. Description of Item

Applicant, an electrical contractor, requests a use variation to build an office / warehouse on Agriculture-zoned property at 475 N Collierville-Arlington Road (West side of Collierville-Arlington Road immediately north of Mary's Creek).

II. Source and Amount of Funding

NA

III. Contract Items

NA

IV. Additional Information Relevant to Approval of this Item

Variations for the use of property are approved by the County Commission. "Bulk variations" -- allowing changes in the technical requirements of the Zoning Code -- are approved by the Board of Adjustment. This is an application for a "use variation," since an office / warehouse is not allowed in an Agriculture-zoned district, and thus comes before you for approval.

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee _____

For Commission Action on _____

DESCRIPTION OF ITEM:

A JOINT RESOLUTION PURSUANT TO SECTION 10 OF THE ZONING ORDINANCE-RESOLUTION OF THE COUNTY OF SHELBY, AND THE CITY OF MEMPHIS, TENNESSEE, GRANTING A USE VARIATION FOR LAND LOCATED ON THE WEST SIDE OF COLLIERVILLE-ARLINGTON ROAD, IMMEDIATELY NORTH OF MARY'S CREEK, KNOWN AS CASE NO. U.V. 08- 11 CC.

Application to OPD for a use variance.

CHECK ALL THAT APPLY BELOW:

_✓____ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Office of Planning and Development

APPROVAL:

Dept. Head:	Mary L. Baker, #576-7142	MLB	
	(Print your name & phone #.)	(Initials)	(Date)
Elected Official:			
	(Print your name & phone #.)	(Initials)	(Date)
Division Director:	Richard S Copeland (by MLB)	MLB	
	(Print your name & phone #.)	(Initials)	(Date)
CIP – A&F Director:			
	(Print your name & phone #.)	(Initials)	(Date)
Finance Dept.			
	(Print your name & phone #.)	(Initials)	(Date)
County Attorney:	Robert B. Rolwing, # 5133		
	(Print your name & phone #.)	(Initials)	(Date)
CAO/Mayor:			
	(Print your name & phone #.)	(Initials)	(Date)

ITEM #: _____ PREPARED BY: Dave Adams, OPD

MOVED BY: _____ APPROVED BY: _____

A JOINT RESOLUTION PURSUANT TO SECTION 10 OF THE ZONING ORDINANCE-RESOLUTION OF THE COUNTY OF SHELBY, AND THE CITY OF MEMPHIS, TENNESSEE, GRANTING A USE VARIATION FOR LAND LOCATED ON THE WEST SIDE OF COLLIERVILLE-ARLINGTON ROAD, IMMEDIATELY NORTH OF MARY'S CREEK, KNOWN AS CASE NO. U.V. 08- 11 CC.

WHEREAS, Section 10 of the Zoning Ordinance-Regulations of the City of Memphis and Shelby County, being a section of the Joint Ordinance-Resolution No. 3064 dated October 6, 1980, as amended, authorized the Shelby County Board of Commissioners and the Memphis City Council to grant a use variation under certain stated circumstances utilizing the procedures established for the issuance of use variations; and

WHEREAS, Section 8 of the Zoning Ordinance-Regulations of the City of Memphis and Shelby County, being a section of the Joint Ordinance-Resolution No. 3064 dated October 6, 1980, as amended, authorized the Shelby County Board of Commissioners and the Memphis City Council to grant a special use permit for certain stated purposes subject to standards of general applicability in the various zoning districts outside of but within five miles of the Memphis City limits; and

WHEREAS, Application has been made by John & Kristina Laiché for a use variation with respect to the property located on the west side of Collierville-Arlington Road, immediately north of Mary's Creek within the Agricultural (AG) District for the purpose of establishing a an office / warehouse for an electrical contractor; and

WHEREAS, The Office of Planning and Development has reviewed the application in accordance with the use variation and use variation provisions of the Zoning Ordinance-Regulations and reported its findings and recommendations to the Land Use Control Board; and

WHEREAS, A public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on March 12, 2009 and said board has studied and reported its recommendation to the Board of Commissioners and the City Council regarding the following potential effects of granting the use variation on:

A. The character of the neighborhood, traffic conditions, public utility facilities and other matters pertaining to the public safety and general welfare;

B. The compatibility of the proposed building or use with the immediate vicinity and the potential interference of said building or use on the development or use of adjacent property;

C. The adequacy of public facilities including existing streets, parking, drainage, refuse disposal, fire protection, water and sewer or that such facilities will be provided;

D. The destruction, loss or damage to features of significant natural, scenic or historic importance from the proposed building or use; and

WHEREAS, The Memphis and Shelby County Land Use Control Board and/or the Memphis and Shelby County Office of Planning and Development has recommended certain conditions be attached to the use variation to reduce any potential adverse impacts of the proposed building or use on the neighborhood, adjacent property owners, public facilities and significant natural, scenic or historic features.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND THE COUNCIL OF THE CITY OF MEMPHIS, That a use variation is granted for the purpose of establishing an office / warehouse for an electrical contractor in accordance with the site plan incorporated in the application, and subject to the attached conditions, all within the above mentioned Agricultural (AG) District.

BE IT FURTHER RESOLVED, That this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Board of Commissioners and the City Council have been met.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after the date it shall have been passed by this Board of County Commissioners and by the Memphis City Council, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of the separate passage thereof by the Board of Commissioners of Shelby County, Tennessee, and the Council of the City of Memphis, the public welfare requiring same.

_____
A C Wharton, Jr., County Mayor

Date _____

ATTEST:

_____
Clerk of the County Commission

ADOPTED _____

SITE PLAN CONDITIONS

U.V. 08- 11 CC

OFFICE / WAREHOUSE FOR ELECTRICAL CONTRACTOR AT 475 N Collierville-Arlington Road

As Based on Conditions Considered by the Land Use Control Board

March 12, 2009

A Use Variation is hereby approved to allow John Laiché to operate an office / warehouse as the primary location for an electrical contracting business on the property located at 475 N Collierville-Arlington Road *(Instrument # 06174610, Shelby County Register)* in accordance with the approved site plan and the following supplemental conditions:

1. No additions to the existing building or any expansion of the site area devoted to this use shall be permitted.

2. No signage shall be permitted that would be visible from off-site.

3. All on-site outdoor lighting to be screened or directed so as to prevent visibility from off-site at any season.

4. No trucking movements shall be permitted onsite or arriving or departing except between 5 AM and 7 PM. Mondays through Fridays. Light duty (pick-up) trucks shall be exempt from this prohibition.

5. Prior to the issuance of a use and occupancy permit, the site plan shall be optimized with respect to parking layout and landscape plans so as to insure no visibility of truck parking or transfer operations from off-site. The final site plan shall be subject to the approval of the Land Use Control Board as a correspondence item, with full notification and a right of appeal to the legislative bodies by either the applicant or any citizens in attendance at the Land Use Control Board hearing.

6. The site plan shall show base flood elevation and actual elevation of the warehouse floor. The culvert over the lateral stream branch shall be assessed with respect to possible floodway restrictions or encroachments, including the culvert installed along the access drive. All other requirements of FEMA for participation in the flood insurance program shall be complied with before a use and occupancy permit shall be granted, including any floodway encroachments

7. All regulations of the Memphis and Shelby County Health Department to be complied with in respect to approval of septic tank systems on the property.

8. If the County Engineer, finds that that this 7-acre parcel is not exempt from the requirement to subdivide due to drainage issues, final approval of the site plan shall not occur until a subdivision has been approved by the Land Use Control Board.

9. Certification is required from City and County Engineering with respect to the possible need for additional stream bank stabilization measures.

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. **NAME**

   JOHN LAICHE

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

John M Laiche
Signature

10/6/08
Date

JOHN M. LAICHE
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

LAND USE OWNERSHIP DISCLOSURE

Please identify every person who has an ownership interest of 10% or more in the subject application whether they be the current owners, the contract buyers, or the lenders. If current owner or contract buyer are public corporations, please note the fact and list no other owners. Only lenders which are not institutions (banks, saving and loans or credit unions) need be listed.

	NAMES	ADDRESSES
CURRENT OWNERS	JOHN + KRISTINA LAICHE	475 N. COLLIERVILLE-ARLINGTON COLLIERVILLE, TN 38017
CONTRACT OWNERS/BUYERS		
NON-INSTITUTIONAL LENDERS INCLUDING SELLER(S) IF THE PENDING SALE IS OWNER FINANCED		

Shelby County Fiscal Impact Model
v. 3.1 10/4/06, Beta
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Project Summary

Budget year dollars	2006					
UV 08 -11 CC - Laiche Electrical Contracting	Units	Average Appraised Value per Unit	Total Appraised Value	Total Assessed Value	Average Pupils Per New Unit	Pupils
Project profile						
Residential (dwelling units)						
Residential - single family, detached	0	$0	$0	$0	0.60	0.00
Residential - single family attached	0	$0	$0	$0	0.40	0.00
Residential - mobile home	0	$0	$0	$0	0.15	0.00
Residential - multi-family	0	$0	$0	$0	0.20	0.00
Subtotal	0		$0	$0		0.00
Commercial (square feet)						
Commercial - office	0	$0	$0	$0		
Commercial - retail	0	$0	$0	$0		
Commercial - hotel/motel	0	$0	$0	$0		
Commercial - other	0	$0	$0	$0		
Subtotal	0		$0	$0		
Industrial (square feet)	5,400	$38	$205,200	$82,080		
Project total			$205,200	$82,080		

Project-related expenditures	
General purpose	$1,366
Transfers	
Transfer to the Med	$0
Transfer to Shelby County Bd of Ed	$0
Transfer to City of Memphis Bd of Ed	$0
Debt service	
Schools	($0)
Roads	$99
All other	$124
Total expenditures	$1,589
Project-related revenue	
Local taxes	$4,292
Local revenue	$63
State source	$117
Elected officials	$124
Investments, misc, other	$18
Capital proffers (annualized)	$0
Total revenue	$4,614
Net project fiscal impact	**$3,024**

MEMPHIS AND SHELBY COUNTY OFFICE OF PLANNING AND DEVELOPMENT
UPDATED STAFF REPORT #7

CASE NUMBER: U.V. 08-11 CC
(Converted from S.U.P. 08-231 CC)

L.U.C.B. MEETING: March 12, 2009
(Updated from November 11 text; revised 3/9/09)

LOCATION: West side of Collierville-Arlington Road, immediately north of Mary's Creek

OWNER/APPLICANT: John & Kristina Laiche

REQUEST: Office & warehouse use

AREA: 6.96 acres

EXISTING LAND USE & ZONING: Office and warehouse for an electrical contracting business in the **Agricultural (AG) District**, with *Flood Plain overlay [FP]* affecting most of the AG area.. Also, part of the property is in the **Floodway (FW) District**
(Note: November 11 text was revised here)

SURROUNDING USES AND ZONING:

North: Farm buildings, including horse stables and a single-family residence in the Agricultural (AG) District, with Flood Plain overlay [FP] on part of the property.

East: Across Collierville-Arlington Road, single family estate residential use and cropland, with a TVA transmission line easement in the Agricultural (AG) District, with Flood Plain overlay [FP] on part of the property.

South: Across Mary's Creek, single-family residence in the Agricultural (AG) District, with Floodway (FW) District and Flood Plain overlay [FP] on part of the property.

West: A large vacant tract just north of Mary's Creek in Agricultural (AG) District, with Floodway (FW) District and Flood Plain overlay [FP] on part of the property.

OFFICE OF PLANNING AND DEVELOPMENT RECOMMENDATION

Rejection

CONCLUSIONS:

1. **The applicant has not presented any information to justify the necessity of a use variation based on the hardship criteria that are required for such an approval.**

.

2. **The use is out of character with the existing estate residential and agricultural character of the area and with low density residential uses promoted by the Gray's Creek Plan in the Mary's Creek basin.**

Staff Planner: **Dave Adams** **E-mail Address: david.adams@memphistn.gov**

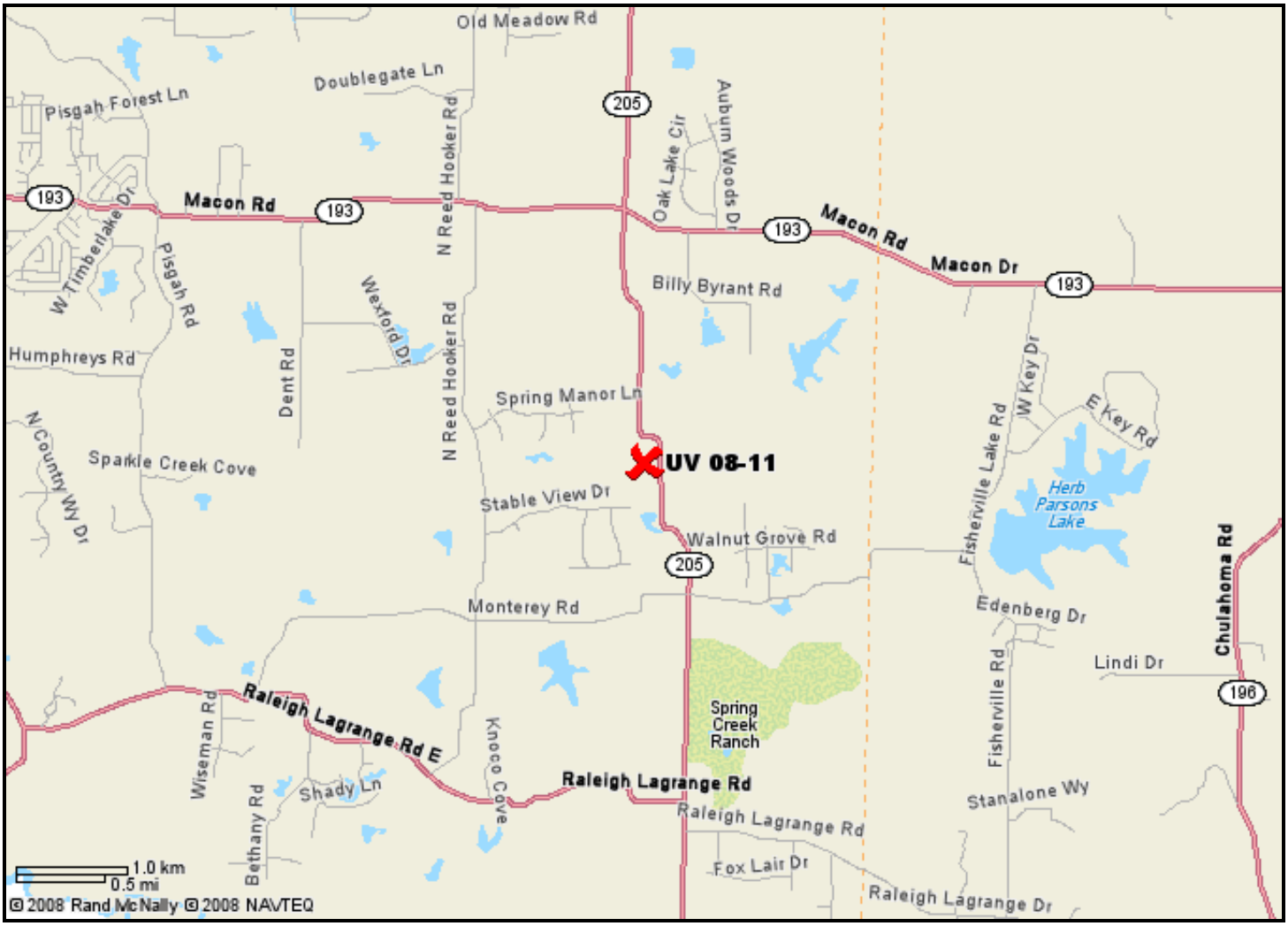

Figure 1: Location Map

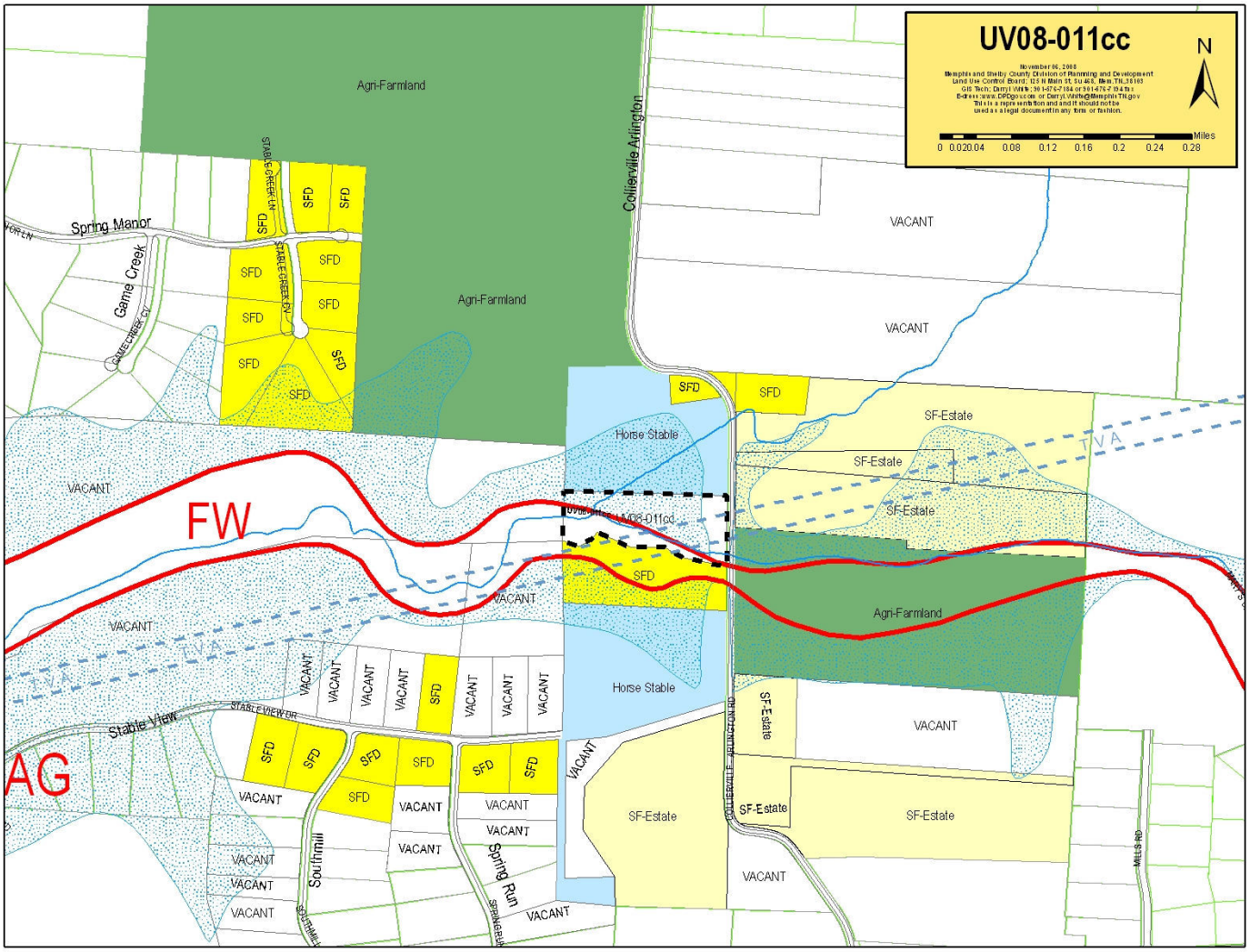

Figure 2: Land Use and Zoning in the Vicinity

Figure 3: Overhead View of Vicinity

Figure 4: Overhead view of subject property

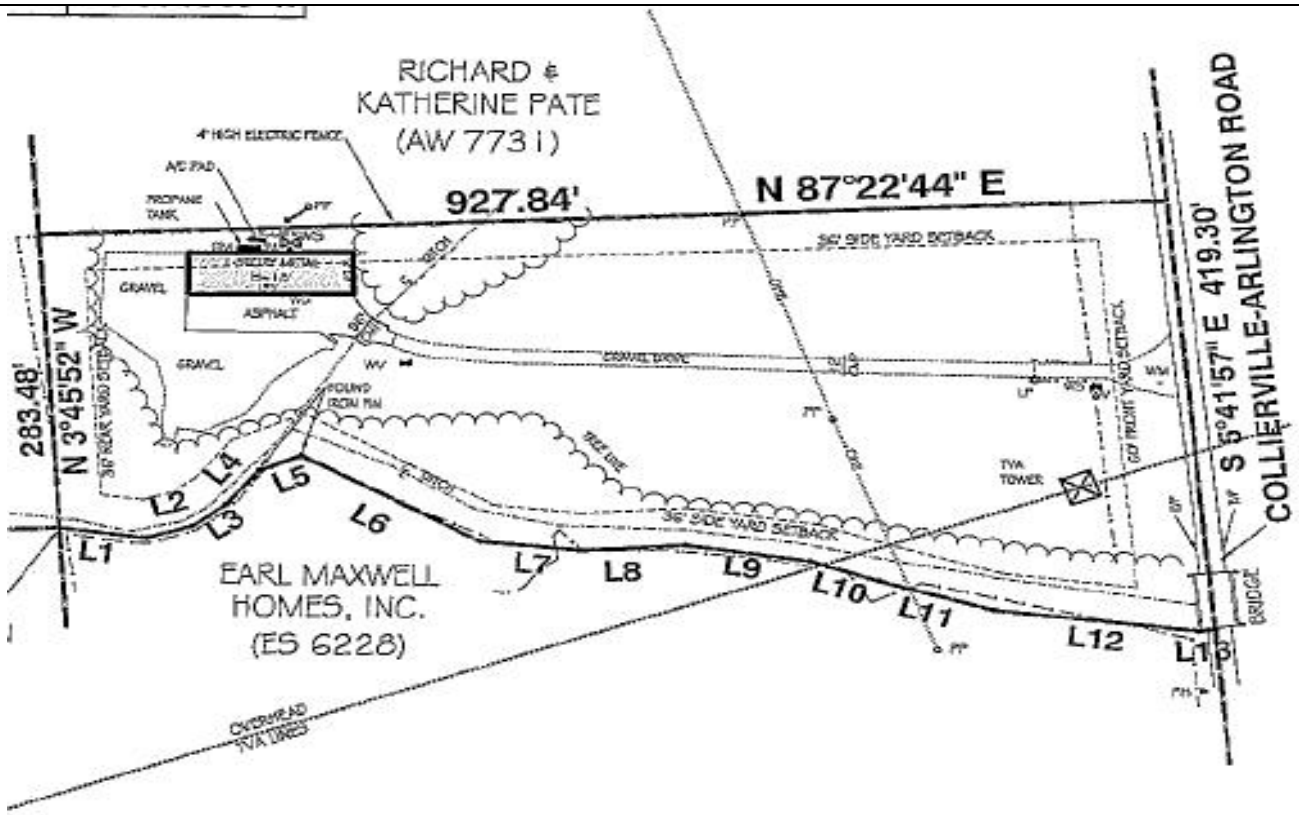

Figure 5: Site Plan Detail for subject property

Figure 6: Entrance to subject property on the west side of Collierville – Arlington Road

Figure 7: The existing office / warehouse building is heavily screened on the south side (to the left in this view)

Figure 8: Trees along a stream branch (and a three-foot berm with newly planted evergreen shrubs) provide significant screening for the view from the front (east side) of the property.

Figure 9: The north side of the warehouse extends to within 21 feet of the property line

Figure 10: The neighboring property to the north appears to be a horse farm, with several accessory buildings

Figure 11: The nearest residence at 540 Collierville-Arlington Road was built in 2001. It viewed here from across the road on the subject property

STAFF ANALYSIS

Site Characteristics

The subject property is a 6.96 acre tract in eastern Shelby County, located about 1 ½ miles south of the Fisherville community on the east side of Collierville-Arlington Road, immediately north of Mary's Creek, a tributary of Gray's Creek. The property has a 419 ft. frontage on Collierville – Arlington Road and extends 928 feet westwardly along its northern boundary.

The property is generally low-lying. A major portion of the site is in the Mary's Creek floodway, as designated by the Federal Emergency Management Agency. This must be kept clear of all development. A tributary of Mary's Creek traverses the subject property in a southwestwardly direction. A substantial portion of the property is in the currently designated 100-year floodplain, where all building construction must be elevated at one foot above the base flood elevation at the level of the lowest finished floor.

The northwest corner of the property is occupied by a metal building 135 ft long by 40 ft. wide. (5,400 sq. ft.). According the records of the Assessor, this "accessory improvement" was first permitted by a previous owner in 2002, with building permits for improvements issued to its current owner in 2006 and 2007. This building is located in northwest half of the subject property and accessible by driveway only by means of a bridge across the stream that cuts through the property.

The current owner conducts an electrical contracting business and has a contract that involves the modernization of supermarkets in various localities in the Mid South. The applicant states that he uses the building as an office and warehouse where supplies, mainly electrical hardware, are received, stored and then shipped out as needed for the various contracting jobs. The applicant indicates that the building, when acquired, was used as a wood working shop, which, in his view, established the industrial character of the property.

The owners have made some efforts to mitigate the impact of the warehousing operation. The frontage is maintained in a pasture-like setting, with white board fencing typical of a horse farm. Along the east side of the tributary stream, a berm has been constructed and a row of evergreen shrubs has been planted where they would help screen views of the warehouse. Screening is provided by native deciduous trees --- somewhat thinly along the tributary and more densely along the south and west property lines. The view from the north is mostly unscreened, but the loading and truck parking are all on the south side of the building and the view from the north is not dissimilar to horse barns and sheds, etc. that are visible on nearby farms.

Proposed Development

As it turns out, warehousing is not a permitted use in the Agricultural (AG) District. Although warehousing operations may occur in connection with permitted farming operations, they are legal only insofar as they are an integral part of those farming operations.

Having made investments in this property, the owner and operator of the business wishes to have an

exception made in the zoning regulations so that his current use of the property may continue.

The Vicinity and the Neighborhood

The subject property is in the Mary's Creek portion of the Gray's Creek Study area, where the recently approved plan recommends low density residential uses for such development that may occur there. The current land uses in this area typify such an environment, featuring farms and fields of cropland and single-family estate-type residences on large lots.

The only higher density developments are two nearby subdivisions with 2-acre lots, just within the 1,500 notification radius to the southeast and northeast. These are Spring Mill and Spring Mill Farms, accessible only from Monterrey Road, which runs parallel to Collierville-Arlington more than ½ mile to the west.

Planning Issues

As noted above, warehousing is not allowable in the AG District, and the use variation is the proposed method of granting it the right to continue in this case. Use variations are justified only on the basis of an unnecessary hardship resulting from a unique characteristic of the property. Self-caused hardships are not grounds for relief. Unless the applicants can demonstrate otherwise, their current difficulty appears due to, at best, a lack of due diligence, which is not grounds for relief.

Putting the site in context --- the distance from the site of the existing warehouse operations to nearby single-family estate residences, is roughly 700 feet to the northeast, 1,200 feet directly to the east, and 820 feet to the south. The nearest houses in the nearby subdivisions are 1,370 feet to the southwest (Spring Mill) and 1,600 feet to the northwest (Spring Mill Farms). These distances may seem large in a dense urban context. (660 ft is a typical length for a City block.) However, in the context of an environment of farm fields and residential estates, something that is only ¼ mile distant (1,320 ft.) is considered to be relatively close.

However it may be beautified, this use is out of character with the current character of the land use in the area and with the type of low-density suburban environment that the Gray's Creek Plan is recommending for the future of Shelby County and Memphis. Allowing this use would create pressure to allow others which would magnify the adverse effect and bring undesirable amount of truck traffic to the very rural, winding highway that serves the area.

In addition, the zoning ordinance specifies certain general standards that apply to all use variations.[1]

---

1 [1] The General Standards of Applicability are as follows:

A. That the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety, and general welfare;
B. That the proposed building or use will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not to interfere with the development and use of adjacent property in accordance with the applicable district regulations;

OPD staff believes that the proposed use fails the test with respect to Criterion B (compatibility), And Criterion D (preservation of scenic values as per Gray's Creek Plan) and that questions remain about compliance with Criterion E (additional standards related to storm drainage, etc.)

RECOMMENDATION: Rejection

If the Land Use Control Board sees fit to recommend approval, site plan conditions will be required. Without supporting approval, OPD staff offers the following list of conditions for the use of the Land Use Control Board. Further details will be worked out as required.

1. Approval to run with the owner, and not with the land.
2. Office and warehousing use shall be limited to the scope of the current operation.
3. No signage permitted that would be visible from off-site.
4. All on-site outdoor lighting to be screened or directed so as to prevent visibility from off-site at any season.
5. No trucking operations except between 5 AM and 7 PM. Mondays through Fridays.
6. Site plan to be reviewed in detail with OPD staff with respect to parking layout and landscape plans so as to insure no visibility of truck parking or transfer operations from off-site.
7. Site plan to show base flood elevation and actual elevation of the warehouse floor. The culvert over the lateral stream branch shall be assessed with respect to possible floodway restrictions or encroachments, including the culvert installed along the access drive. All other requirements of FEMA for participation in the flood insurance program shall be complied with before a use and occupancy permit shall be granted, including any floodway encroachments
8. All regulations of the Memphis and Shelby County Health Department to be complied with in respect to approval of septic tank systems on the property.
9. If the County Engineer, finds that that this 7-acre parcel is not exempt from the requirement to subdivide due to drainage issues, final approval of the site plan shall not occur until a subdivision has been approved by the Land Use Control Board.
10. Certification is required from City and County Engineering with respect to the possible need for additional stream bank stabilization measures.

C. That the proposed building or use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, drainage structures, refuse disposal, fire protection, water, and sewers; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services;
D. That the proposed building or use will not result in the destruction, loss or damage of any feature determined by the legislative body to be of significant natural, scenic or historic importance;
E. That the proposed building or use complies with all additional standards imposed on it by the particular provision of this section authorizing such use.

GENERAL INFORMATION

Coordinates:	35° 08' 19"N, 89° 39' 42"W
Parcel Number:	D0217 00170
Street Address:	475 N Collierville-Arlington Road, 38017
Street Frontage:	Collierville-Arlington Road: 419 feet on this 2-lane minor arterial road.
Planning District:	East Central Shelby (in Gray's Creek Plan area)
Census Tract:	210.20
Annexation Status:	In Memphis Annexation Reserve Area
Zoning Atlas Page:	2065
Zoning History:	**1961** – Agricultural Zoned Single Family Dwelling "R-1" District, upon annexation.

DEPARTMENTAL COMMENTS

City Engineer:

1. Standard Subdivision Contract as required in Section 500 of Subdivision Regulations.

2. This site is located in the Memphis Reserve Area.

Sewers:
3. No City sewers are currently available to serve this site.

4. The Memphis and Shelby County Health Department shall approve private septic tanks for each lot.

Roads:
5. Collierville Arlington Road is designated as a Priority 1 on the MPO Major Road Plan. Dedicate 42 feet from centerline in accordance with Subdivision Regulations.

6. All private drives/rear service drives shall be constructed to meet pavement requirements of the Subdivision Regulations, applicable City Standards, and provide a minimum width of twenty-two feet (22').

Curb Cuts/Access:
7. The County Engineer shall approve the design, number and location of curb cuts.

8. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

9. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.

10. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

Memphis City Schools:

The subject property is not located within the City of Memphis' Reserve Area, nor does it appear to be adjacent to any property which has been identified as belonging to Memphis City Schools (MCS). This land use case will not have an identifiable impact on MCS' school-aged population nor MCS' property interests.

Memphis Light, Gas and Water:

MLGW has reviewed the referenced application, and has no objection, **subject to** the following comments:

- **It is the responsibility of the owner/applicant** to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- **It is the responsibility of the owner/applicant** to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities. No permanent structures will be allowed within any utility easements.
- **It is the responsibility of the owner/applicant** to comply with the **National Electric Safety Code (NESC)** and maintain minimum horizontal/vertical clearances between existing overhead electric facilities and any proposed structures.
- **Landscaping is prohibited** within any MLGW utility easement. No trees, shrubs or permanent structures will be allowed within any MLGW utility easements.
- **It is the responsibility of the owner/applicant** to contact **TN-1-CALL** @ 1.800.351.1111, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc
- **It is the responsibility of the owner/applicant** to submit a detailed plan to MLGW Engineering for the purposes of determining the availability and capacity of existing utility services to serve any proposed or future development(s).
- **It is the responsibility of the owner/applicant** to contact the appropriate MLGW engineering area to determine if system improvements may be required and any related cost:
  - MLGW Engineering - **Residential Development**: 528-4858
  - MLGW Engineering - **Commercial Development**: 367-3343
- **It is the responsibility of the owner/applicant** to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

OPD-Regional Services: Collierville-Arlington Road is an existing minor arterial on the Long Range Transportation Plan.

OPD-Plans Development: No comments

City/County Health Department:

1. Conventional subsurface sewage disposal statutory criteria T.C.A. 68-221-403 (c) which requires either a high intensity soils evaluation by a soil scientist certified by the State of Tennessee or a percolation test must be performed to verify that the soil is sufficiently permeable to allow proper absorption of the sewage into the soil. The soil mapping or percolation test must be performed as outlined in the Rules and Regulations to Govern Subsurface Sewage Disposal Systems Chapter 1200-1-6-.02 (3).

2. The minimum acreage for an existing lot to have a subsurface sewage disposal system is two (2) acres. If the lot has a proposal to be subdivided each of the subdivided lots **must** have a minimum of two (2) acres for the installation of a subsurface sewage disposal system. Also, if the existing lot has a subsurface sewage disposal system it **must** maintain the two (2) acre minimum requirement.
3. As outlined in Rules and Regulations to Govern Subsurface Sewage Disposal Systems Chapter 1200-1-6-.03, areas consisting of fill material shall be excluded from the area considered for the installation of the disposal field unless soil conditions provide for adequate filtration and will prevent outcropping of sewage effluent.

4. Subsurface sewage disposal systems or field lines cannot be installed within the designated boundaries of the 100-year floodplain or flood zone.

5. Subsurface sewage disposal systems for commercial usage **must** be an engineer designed system.

6. If any monitoring wells were installed as part of an environmental site assessment they must be filled as outlined in Section 6 of the Shelby County Well Construction Code.

7. If any abandoned water wells are present on this site they must be properly filled and abandoned as outlined in Section 9 of the Shelby County Well Construction Code.

8. If a Demolition Permit will be required after filling out the attached questionnaire then the owner, developer, or contractor must contact the Asbestos Branch in the Air Pollution Control Section at (901) 544-7349 in order to secure the appropriate permit.

Bell South: No comments received
Construction Code Enforcement: No comments received.
City Fire Division: No comments received.
Memphis Area Transit Authority (MATA): No comments received.

Neighborhood Associations:
Fisherville Civic Club: No comments received.

Gray's Creek Neighborhood Association:

"[Gray's Creek Neighborhood Association is] … in opposition to the proposed development. A variation at this location to permit an office warehouse is not consistent with the Gray's Creek Plan previously approved by the City Council and the County Commission"

David Wade, Atty., for David Sanders, 1/7/2009

Estates of Spring Mill Homeowners Association:

"[We are] …in opposition to the John and Kristina Laiche request for a variance to permit them to operate an office warehouse and trucking operation on the subject property. It needs to be noted, the Laiche's do not maintain a home on the property; only a commercial operation.

The variance request is out of character with the existing residential estate and agricultural character of the area and with the low density residential use promoted by the Gray's Creek Association. Our homeowners are directly affected by this operation from a visual perspective and noise pollution as well as the potential for a negative impact on property value. We do not think a lack of due diligence on the part of the purchaser should be grounds for a variance that will negatively impact our homeowners."

Kevin Grant, 1/12/2009

USE VARIATION REQUEST
475 North Collierville Arlington Road

This request is to grant a Use Variation in accord with the Memphis and Shelby County Zoning Regulations which require that an owner of land show that there are practical difficulties to develop the land in accordance with the applicable zoning regulations that govern the property and that such a variation not be harmful the surrounding properties.

The Applicant, John Laiche does operate a commercial operation on the property, known as Elite Lighting. They install and replace lighting fixtures in large retail establishments, namely Kroger Supermarkets. Mr. Laiche has several work crews that service the 160 or so Kroger Supermarkets in the Mid-South Region for Kroger approximately 60 percent of which are located outside of the immediate Memphis area. The work crews pick up lighting fixtures, light bulbs and related electrical equipment and transport them to the sites for installation. The work crews have pick-up trucks and various sized utility trailers depending upon the size and location of the work assignments. Those working out of town, load supplies for multiple days out on location, and are not on site everyday. Even those crews working jobs in-town may not be on site everyday. An office manager may be the only person on site for numerous days of the week.

Delivery of fixtures is via 18 wheel tractor-trailers. In 2008 on average there were four deliveries a month to this location. While it may be noted that multiple deliveries may be made in a single day there is documented that it could be as long as six (6) weeks between deliveries. Lighting fixtures and the related bulbs and other electrical lighting equipment is stored on the property. That is the extent of the warehousing activity. In essence this use is an electrical contractor, who stores some supplies on site – within a building – as most contractors of this type do.

The Property at 475 North Collierville Arlington Road, was created as a four (4) plus acre lot prior to 1984, as can be documented by deed Interment Number AW 7731, which references this lot by Shelby County Assessor Parcel number in the transfer of the property to a previous owner.

At the time Mr. Laiche purchased this property, there were two electrical transmission easements on the site. One TVA easement which is 150 feet wide, and a second local electrical line easement which is eight (8) feet wide. The TVA transmission easement covers the southeast corner of the property from approximately the entrance drive south to the southeast corner of the property and extending southwesterly about 400 feet deep along the southern property line. The MLGW easement enters the site about 300 feet deep into the property along the north property line and extends southeastwardly and exits the property about 200 feet deep from Collierville Arlington Road.

Since Mr. Laiche purchased the property, FEMA has amended the Floodway and Floodway on this site. The Floodway now covers a substantial portion of the site beginning at a point about eighty (80) feet south of the northwest corner and in a slight arc extends across the southern portion of the site to a point about twenty (20) feet north of the bridge in Collierville Arlington Road. The Flood Plain now encompasses all the remainder portion of the site. The Finished Floor Elevation (FFE) for the structure on the property is 226. From contour data, it appears the 100 year flood elevation is 225 putting the structure the required one (1) foot above the base flood elevation.

The impact of the easements and Floodway leaves only the portion of the property north of the gravel drive available for any type of development. This developable area is further divided into three areas: east of the MLGW easement, west of the MLGW easement and east of the creek running northeastwardly through the site, and the third area being west of the creek, and the area within which the structure is located.

Under the Applicable Zoning Regulation, the property is zoned AG Agricultural. This permits a full range of agricultural activities including some commercial uses that are complimentary to agriculture. The recent development pattern in this area is for both large tract single-family homes, (five acres and larger) and two to four acres single family subdivisions. The impacts of the easements, creeks and Floodway on the property make it currently only developable with one (1) residence. This would be a very inefficient use of the land in the future. The real trend in this immediate area is for subdivision into Sub-Urban type lots as found in the Subdivision located just southwest of this property. Again however given this legal lot of record, such a subdivision patter could not be established on this site. The property owner cannot therefore expect to develop his property as other properties in the area. To accomplish such a subdivision would require the re-assembly of this and land to both the north and south. Market conditions certainly disfavor such an assembly at this time, but long term as the market recovers and land values rise, such a subdivision is practical, warranted and desired.

The applicant is seeking to utilize this property for a temporary period of time. He can not extend the building any further due to the creek and Floodway limitation, therefore if the business grows as we all would hope, this site is no longer practical as a location. Second, as the housing market recovers and new demand for large lot development is again a market factor, this property is well suited to be reassembled with the land to the north and south to create sufficient developable land for a subdivision in character with the area.

Finally, why did MLGW acquire and utilize an easement through the subject property? Collierville Arlington Road is on the MPO Major Road Plan as an eighty-four (84) foot wide arterial. There is a large "S" turn in the road just north of the property. Following "Hurricane Elvis" in 2003, MLGW did not replace the electrical lines along Collierville Arlington Road, but moved them along the easement purchased from the landowners west of Collierville Arlington Road to make a straight connection of the power lines. Could the future alignment of Collierville Arlington Road take a similar course? Could this property be further impacted? An impact that place this parcel of land on either side of this major roadway, further limiting its development potential, unless assembled with the adjacent tracts of land.

As a temporary use of this land until market condition change, the location of a contractor's office and associated storage of related materials is a reasonable use of the property.

From: William Smith

Sent: Mon 1/5/2009 3:33 PM

Subject: Case UV-08-11-CC Use variation Application

Dear. Mr. Adams:

I see the case #UV 08 11 CC, has made it back to the control board schedule again. I will be unable to attend the meeting personally, but would like to express my concern.

As an owner of 18.6 acres near the area in question, I most strongly object, to the petitioned use variance of the said property. Currently there are two commercial locations designated in this area. One is at the corner of Macon and Collierville-Arlington and the other is at Monterey. These areas seem to adequately service the community. There seems to be room in those locations for expansion if the board feels we need more office/ warehouse space. But to plop down, in the middle of an Agricultural /residential area, a warehouse with large trucks making deliveries just seems inconsistent with the current community.

On a side note I am told that the owner of the property does not have a residence on it. Nor does he live in our community. He has chosen to infringe on our peaceful community by having fleets of 18 wheel tractor-trailer rigs and other commercial vehicles enter and exit a business operation regularly. He has chosen to do this in an area zoned residential. Furthermore, Collierville-Arlington is not adequately equipped to handle an increase in this type of traffic. Nor should it.

I personally don't, think this is right. I feel it will have negative impact on agricultural/residential life in this area. And increase the ever-growing dangers of navigation on Collierville-Arlington Rd. I urge the board to deny this petition.

Sincerely,

William Smith

EXHIBIT B-1
E-MAIL IN OPPOSITION - #1

From: kay mcadams

Sent: Wed 1/7/2009 11:13 AM

Subject: Case # UV 08-11 CC

I am contacting you to protest any change in zoning in the captioned case. Mr. Laiche has been operating a business in violation of the zoning for more than a year now. There are very bright outside lights
left on all night. There are large 18-wheel tractor trailer vehicles in and out all day. We all paid very dearly for the right to live in a quiet, peaceful area and Mr. Laiche has violated our rights to continue to do so. I most vehemently oppose any change in zoning that would allow him to continue to run a business at its current location on Collierville-Arlington Road.

Kay McAdams
355 North Collierville-Arlington Road

EXHIBIT B-2
E-MAIL IN OPPOSITION - #2

From: George Flowers

Sent: Fri 1/30/2009 9:38 AM

Subject: Variance permit at 475 N. Coll/Arl Rd.

Mr. Adams it was very disappointing to get your second e-mail 29 Jan. after getting the first stating the case would be on the Feb 12 meeting of the Land use Board and notices were to be sent out 30 Jan. If this is allowed to be postponed to 12 March 08, this will be the fourth setting for such.

FIRST Setting Nov 12, 08 Postpone by the applicants' request as according to him he would be out of the country.

When notified by you of this you stated it probably would come up in Dec.

Supposed SECOND setting. Before the Dec. meeting you called and stated it would be put off, I understood the agenda was very loaded at that time was the reason and it would be set for Jan. 09.

THIRD Setting Jan.8 09 Everyone present, the applicant again asked for a postponement. It was granted by the board at which time the chairman stated it would definitely be heard on the next setting which was to be 12 Feb 09

I do not go along with this postponement as the board chairman told all parties it would definitely be heard in Feb.

This man has been operating this business for almost two year in violation of the zone and after not giving correct information for a permit to the country permit Dept. He applied for a variance only after being given a citation to court by Code Enforcement.

EXHIBIT B-3
E-MAIL IN OPPOSITION - #3

From: Wylie W Bingham [and George Flowers]

Sent: Fri 2/13/2009 11:32 AM

Subject: 475 N. Collierville-Arlington Rd.

Addendum to Staff Analysis by OPD

Permits and Site Characteristics:
Parcel ID: D021700170

Tax Assessor - 3/26/2002 - Permit for 40' x 80' barn - 3200 s.f. Secluded view to the east by dense woods and growth. Hobby shop and personal storage (Mr. Robin Richardson).

Tax Assessor - 10/6/2006 - Purchase date from Robin Richardson to John Laiche.

Tax Assessor - 12/1/2006 - Permit for an addition – three bay garages with overhead doors - 40' x 55' barn - 2200 s.f. Total square footage is 5400 s.f. (40' x 135' structure).

Pollution Control/Water Quality - 2/28/2007 - permit for septic system, 1000 gallon tank w/150' of line. Building and septic system are in 100 year Flood Plain. Permit issue is undoubtedly in error. Approximately 100% of the parcel #D021700170 is in the flood plain. Refer to T.C.A. 68-221-403(c) regulating conventional sewage disposal.

Tax Assessor - 6/21/2007 - permit for Accessory.

1-13-2003 - National Conservation Resource Services - Mr. Andy Neal, surveyor. Mr. Neal did survey work on Dam #18, etc. and tributaries that flow into Mary's Creek. He related to me that there was a pipe in Gravelly Branch, north of Mary's Creek on the property at 475 N. Collierville-Arlington Rd. that may cause a stream flow problem and could damage homes north-easterly up stream in the event of heavy rains or if all the dams failed. Most of Mr. Neal's work was done during 2002.

Please investigate and respond as quickly as possible to the above noted events.

W. Wayne Bingham
George W. Flowers

EXHIBIT B-4
E-MAIL IN OPPOSITION - #4

From: Greg Hall

Sent: Fri 2/13/2009 10:05 PM

Subject: 475 N. Collierville-Arlington Rd.

I would like to add that there are probably no B and O *[U & O ?]* certificates which require, among other things, clearance from the fire chief in addition to proper recording in the Shelby County register's office.

It is my understanding that the property is used to store electrical equipment or components which obviously makes the property's ***current use*** of a more commercial nature than residential which requires the above mentioned certificates.

[Ed. Note: Lengthy section pertaining to subdivision regulations is omitted here. Author believes that the requirements may not been met. OPD staff notes that this issue really comes down to the question of whether the standard 4-acre exemption from the subdivision process is in effect in this case, since County Engineering approval is required if certain drainage criteria are not met.]

Another requirement for obtaining the occupancy and business permits include clearance from the Shelby County Fire Chief. Several factors make this requirement obvious as well.

Fees for fire services in unincorporated Shelby County are higher for commercial use property than that for residential use. Any commercial operation which has not obtained the Fire Chief's clearance is not being assessed proper fire fees and is discriminatory against businesses that are paying the proper fee as well as the residents paying the same fee as the business. Why should a commercial operation be allowed to pay the same fee as the area residents?

Electrical or any other commercial equipment concentrated in a few thousand square feet is a potential fire hazard and could have a serious impact on neighboring properties should a disaster cause a fire in the immediate area. Also, the Shelby County Fire Department's requisite disaster response is based on the department's known use of properties and, as of now, the fire department would potentially be ill-prepared for the hazards of electrical equipment in response to a disaster in this area.

I will contact Shelby County Fire Chief, Mr. Clarence Cash, to file a complaint of business occupancy without proper clearance in addition to not paying adequate county fire fees. I will also contact State Representative Curry Todd and Senator Mark Norris to notify state officials of this noncompliance and the county's lacking enforcement.

I want to stress that compliance with these ordinances and regulations does not obviate Mr. Laiche's requirement to comply with zoning standards; these are merely other code violations that will be brought to the attention of government officials having authority over these matters.

EXHIBIT B-5
E-MAIL IN OPPOSITION - #5

WOMEN'S HEAL
SPECIALISTS

Sherri Li, MD
Frank W. Ling, MD
Thomas G. Stovall, MD, MBA
Margaret Z. Summitt, MD
Robert L. Summitt, Jr., MD
Val Y. Vogt, MD
Candace Brown, MSN, PharmD

November 6, 2008

David Adams
Memphis and Shelby County Office of Planning and Development
125 North Main Street, Room 476
Memphis, Tennessee

Re: Case Number: UV 08-11 CC

Dear Mr. Adams:

I am writing in opposition to the request for a use variation for an Office / Warehouse to be located at 475 N. Collierville-Arlington Road. I am frankly surprised that this has been allowed to happen since the owner has been running a business on this property since early February 2007. It took many months for the owner to be cited for their use violation. I am unsure as to why it took so long, but the business has continued.

On a daily basis there are eighteen wheeler trucks making deliveries, there are multiple delivery trucks entering and exiting the property, and multiple work trucks from the business entering and exiting as well. All of this creates additional traffic congestion on what is already a busy two-lane road.

The fact that a business is being run out of this location is a violation of the Gray's Creek Development Plan and a violation of zoning use. All of these will have a negative impact on home and land values in the area.

Unfortunately, it doesn't appear that little can be done about all the rezoning that is occurring in the area as recently First Baptist Church was given permission to build multiple lighted athletic fields use North of this piece of property. I opposed this rezoning and found it disappointing that it was approved.

Please do not approve this rezoning so that our property values and safety can be protected.

Sincerely,

Thomas G. Stovall

Donna S. Stovall

Centers of Excellence

Center for Sexual Health
and Wellness

Center for Urogynecology
and Pelvic Surgery

Center for Pelvic Pain Management

Center for Pediatric
and Adolescent Gynecology

7800 Wolf Trail Cove
Germantown, TN 38138
Phone: (901) 682-9222
Fax: (901) 682-9505

www.whsobgyn.com

EXHIBIT C
LETTER IN OPPOSITION
(Quoted elsewhere - 2 neighborhood association letters excerpted on page 14
Omitted - other letters not addressed to OPD, Board Members, Commissioners or Council members)

LAND USE CONTROL BOARD RECOMMENDATION

CASE #: U.V. 08-11 CC

At its regular meeting March 12, 2009, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application requesting a use variation on the property described as follows:

LOCATION: West side of Collierville-Arlington Rd., immediately north of Mary's Creek

OWNER/APPLICANTS: John & Kristina Laiché

PROPERTY SIZE: 6.96 acres

EXISTING ZONING: Agricultural (AG) District

REQUEST: Use variation for office / warehouse for an electrical contractor

Gene Bryan, 8922 Hickory Trail, 38018 spoke as ***representative*** of the applicant, who had built a business on the subject property that is now deemed to be beyond the scope of the original approval. Mr. Bryan stated that the use is screened from nearby properties and that the relatively low volume of traffic generated does not have a significant impact. He also pointed out that that flood zones and utility easements would make the property difficult to fully develop with the "highest and best use" available in the Agricultural (AG) District The flooding and floodway obstruction potential of the site had been dealt with by the siting of the building and a large culvert built over the Mary's Creek tributary.

Speaking in opposition were ***Greg Hall, 550 N Collierville-Arlington Road, 38017; Alex Tartera, adjoining property owner; and Commander John Bogan, President, Fisherville Civic Club.*** They indicated that the regulations do not justify the proposed use in an agricultural-rural residential area. No specific hardship was shown, and the property is still usable as a site for a personal residence. The requested use is commercial in nature and therefore out of character with the existing uses. The Gray's Creek Plan identifies areas where commercial uses would be allowed; and this is not one of those locations. A question was raised as to whether the septic system could function properly given the proximity of the floodplain.

James Toles, the ***Land Use Control Board Chairman*** indicated that he was having difficulty understanding the case for a hardship. **Mary Baker**, ***OPD, Acting LUCB Secretary***, pointed out that the regulations for Use Variances specifically state that an inability to achieve the "highest and best use" is an insufficient proof of hardship.

The Land Use Control Board reviewed the use variation application and the report of the staff. Without any discussion of the site plan conditions, a motion was made and seconded to approve the application as presented. The motion to approve failed by a unanimous voice vote.

A motion was made and seconded to approve the application with the amended conditions. This motion passed by a unanimous voice vote.

In their action the Board concurred with the OPD analysis as presented in the staff report.

Respectfully submitted,

David G. Adams for
Mary L. Baker, Deputy Director
Office of Planning and Development

SITE PLAN CONDITIONS
U.V. 08-11 CC
Office / Warehouse for Electrical Contractor at 475 N Collierville-Arlington Road
Based on Conditions Considered by the Land Use Control Board
March 12, 2009

A Use Variation is hereby approved to allow **John Laiché** to operate an office / warehouse as the primary location for an electrical contracting business on the property located at 475 N Collierville-Arlington Road *(Instrument # 06174610, Shelby County Register)* in accordance with the approved site plan and the following supplemental conditions:

1. Neither additions to the existing building nor any expansion of the site area devoted to this use shall be permitted.

2. No signage shall be permitted that would be visible from off-site.

3. All on-site outdoor lighting to be screened or directed so as to prevent visibility from off-site at any season.

4. No trucking movements shall be permitted onsite or arriving or departing except between 5 AM and 7 PM. Mondays through Fridays. Light duty (pick-up) trucks shall be exempt from this prohibition.

.

5. Prior to the issuance of a use and occupancy permit, the site plan shall be optimized with respect to parking layout and landscape plans so as to insure no visibility of truck parking or transfer operations from off-site. The final site plan shall be subject to the approval of the Land Use Control Board as a correspondence item, with full notification and a right of appeal to the legislative bodies by either the applicant or any citizens in attendance at the Land Use Control Board hearing.

6. The site plan shall show base flood elevation and actual elevation of the warehouse floor. The culvert over the lateral stream branch shall be assessed with respect to possible floodway restrictions or encroachments, including the culvert installed along the access drive.*. All other requirements of FEMA for participation in the flood insurance program shall be complied with before a use and occupancy permit shall be granted, including any floodway encroachments

7. All regulations of the Memphis and Shelby County Health Department to be complied with in respect to approval of septic tank systems on the property.

8. If the County Engineer, finds that that this 7-acre parcel is not exempt from the requirement to subdivide due to drainage issues, final approval of the site plan shall not occur until a subdivision has been approved by the Land Use Control Board.*

9. Certification is required from City and County Engineering with respect to the possible need for additional stream bank stabilization measures.*

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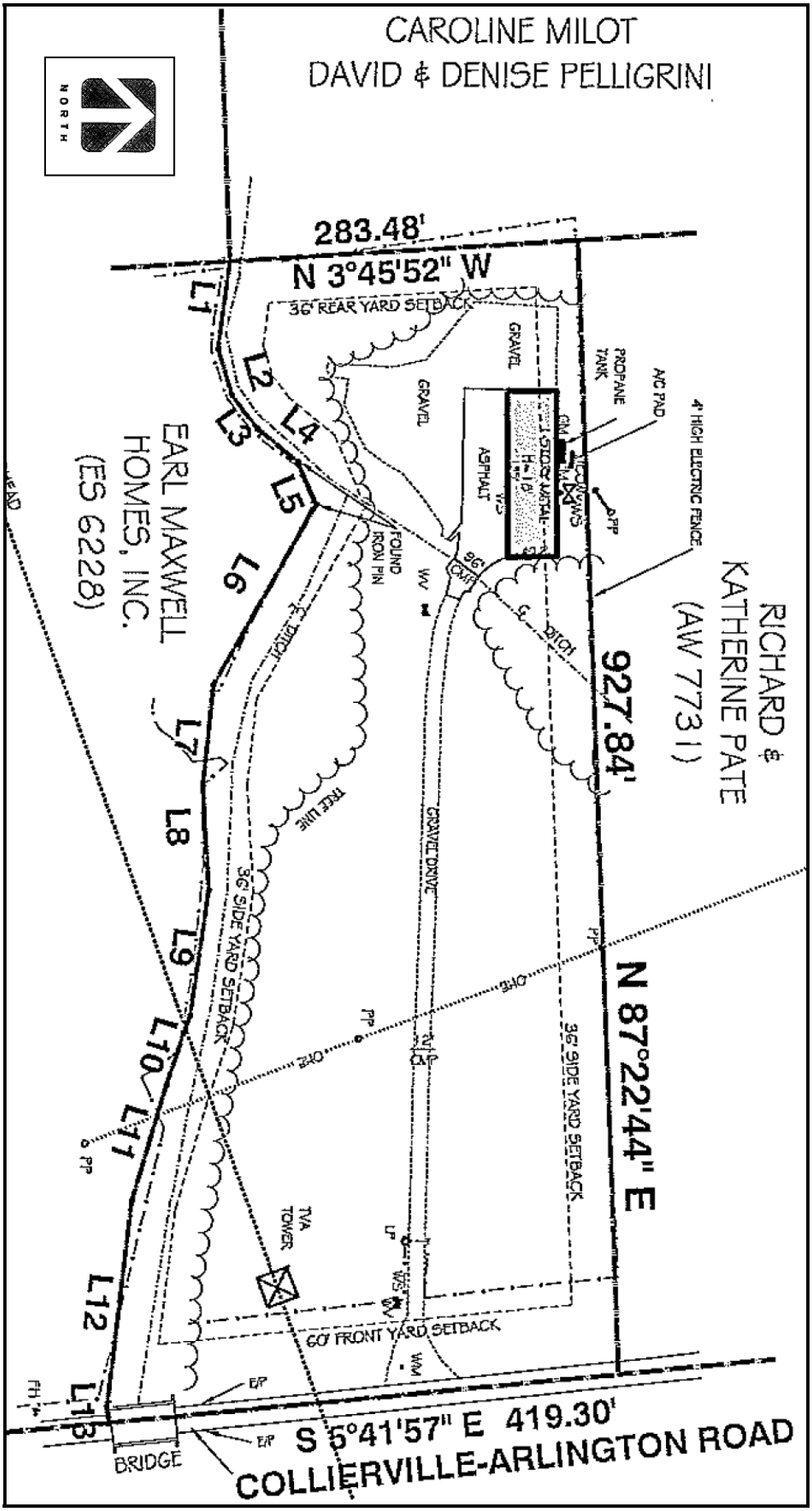
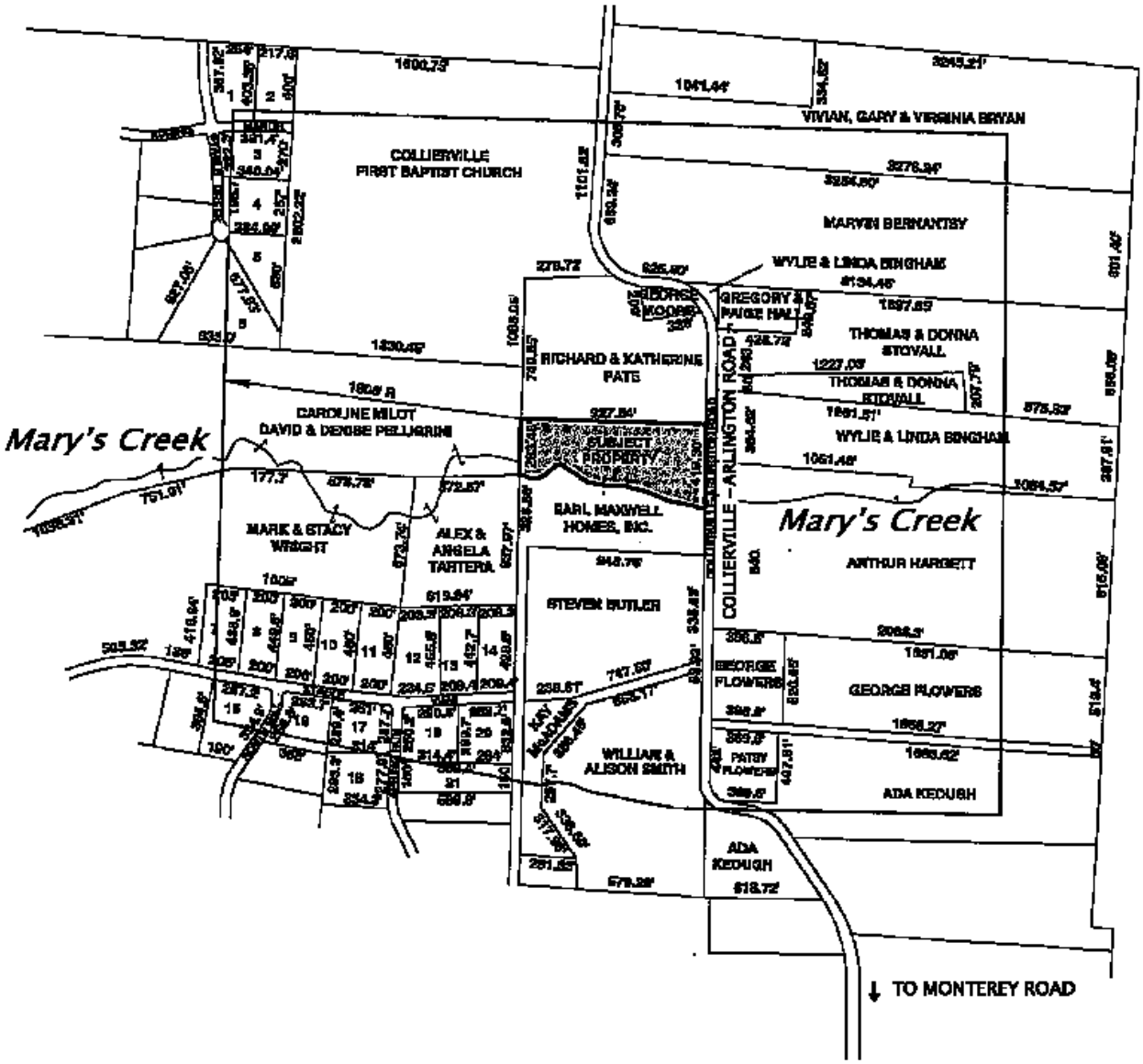
* Highlighted (shaded) text may be dropped as recommended by the City and County Engineering Departments



Proposed Site Plan

1. CHRISTOPHER & TONI GRAZIOSI
2. STEPHANIE SMITH
3. HOWARD & GINA RHODES
4. JOHN & JACQUELINE DISTRETTI
5. JAMES & LINDA VICKERY
6. RONALD & MELONY KIM
7. VINTAGE HOMES, LLC
8. VINTAGE HOMES, LLC
9. VINTAGE HOMES, LLC
10. VINTAGE HOMES, LLC
11. TONY & JENNIFER McKISSIC
12. ALEX & ANGELA TARTERA
13. ALEX & ANGELA TARTERA
14. ALEX & ANGELA TARTERA
15. ROBERT FORTUNE, III
16. JOHN & JANICE ADDISON
17. JORGE & ABREGOLA DEOCHOA
18. VINTAGE HOMES, LLC
19. FRED STRICKLIN
20. GERALD & MICHELLE ALEXANDER
21. STEPHEN & VIRGINIA RICH

NORTH



VICINITY MAP
475 N.COLLIERVILLE-ARLINGTON ROAD

COLLIERVILLE, TENNESSEE
SEPTEMBER, 2008

McCaskill & Associates, Inc.
Land Surveying Civil Design Mapping
7620 Appling Center Drive, Suite 108
Memphis, Tennessee 38133
E-Mail address: Temccaskill@AOL.com
(901) 382-2577 FAX (901)385-1813

INDEX OF NEIGHBORHOOD COMMENTS IN STAFF REPORT

- p. 15 Comments in opposition from Gray's Creek Neighborhood Association
- p. 15 Comments in opposition from Estates of Spring Mill Homeowner's Association

- Exhibit B-1 E-Mail in opposition by William Smith, *329 N Collierville-Arlington Road*
- Exhibit B-2 E-Mail in opposition by Kay McAdams, *355 N Collierville-Arlington Road*
- Exhibit B-3 E-Mail in opposition by George Flowers, *360 N Collierville-Arlington Rd.*
- Exhibit B-4 E-Mail in opposition by W Wayne Bingham, *540 N Col.-Arl. Rd* & George Flowers
- Exhibit B-5 E-Mail in opposition by Greg Hall, *550 N Collierville-Arlington Road*

- Exhibit C Letter in opposition by Thomas G. & Donna S Stovall, 546 *N Collierville-Arlington Rd.*

ADDITIONAL NEIGHBORHOOD INPUT

- Petition in Opposition – Included In Forwarding Package

To: David Adams
Memphis & Shelby County Office of Planning & Development

From: W. Wayne Bingham
540 N. Collierville-Arlington Rd.

Subject: Case #: UV08-11CC
John & Kristina Laiche
Use variance at 475 N. Collierville-Arlington Rd.

Date: January 29, 2009

Please find enclosed a petition opposing the request for a variance for an office/warehouse at 475 N. Collierville-Arlington Rd., Collierville TN 38017. There is also enclosed a letter from Kay McAdams and Steve Butler opposing the variance and their reasons for opposition.

Enclosures:
Petition from Fisherville Civic Club and community homeowners
Letter from Kay McAdams and Steve Butler

Figure 1: Petition in Opposition - Page 1 - Cover Letter

January 13, ~~2008~~ 2009

ZONING VARIANCE OBJECTION

We the undersigned object to the request for a variance for office/warehouse use at 475 N. Collierville-Arlington Rd., Collierville TN 38017. This request is active before the Memphis and Shelby County Office of Planning and Development (case # U.V.08-11cc). The property is currently zoned for agricultural/ residential use only.

NAME	ADDRESS
1. Susan Pogan	2332 N Reid Hooker Rd Eads T.
2. Frankie Reid Jones	11509 Macon Eads 38028
3. Helen Sater	919 Reid Hooker Rd. Eads
4. Remy Gobbell	11340 Fourwinds Dr Eads 38028
5. Thomas A. Sater	919 Reid Hooker Rd Eads TN. 38028
6. Jewel Waller	441 Barbara Lane, Eads, TN 3802
7. Mrs J. K. Strong	11338 Monterey "
8. Suzette Petersen	" "
9. Rebecca A. Barton	12011 Monterey Eads 38028
10. John P. Barton	12011 Monterey Rd. Eads 380
11. [illegible]	10129 Raleigh - La Grange 3802
12. Martha York	916 Billy Bryant Rd, Collierville 38
13. Ebert Russell	2530 Wind Clegg Dr 38028
14. John C. Bay	2332 N. Reid Hooker, Eads Tn 380
15. Ruth Gobbell	11340 Fourwinds Dr Eads Tn 380
16. W Wayne Bingham	540 N. Collierville-Arl. Rd Collierville, TN 38
17. Linda H. Bingham	540 N. Collierville - Arlington Rd., Collierville TN
18. Patsy H. Flowers	360 N. Collierville - Arlington Rd., Collierville, T
19. H H Cade	10981 Macon Rd Eads 38028
20 Virginia Cade	10981 Macon Rd Eads 38028
21. [illegible]	308 N. Coll-Arl-Rd 38017
22 Nancy Halyard	308 N. Coll-Arl-Rd 38017

"over"

23. Judy K. Wade 288 N. Coll. Arl. Rd Coll. Tn. 38017
24. [illegible] R. [illegible] 288 N. Coll-Arl Rd Collierville Tn 38017
25 James R Wales, a 288 N Coll-Arl. Rd Collierville, TN 38017
26 - Ada P. Keough 296 N. Collierville Arlington 38017
27, George W. Flowers 360 N. Coll/Arl. 38017

ADDRESSES REPRESENTED			# of signers
288 N	Collierville-Arlington	38017	3
296 N	Collierville-Arlington	38017	1
308 N	Collierville-Arlington	38017	2
360 N	Collierville-Arlington	38017	2
540 N	Collierville-Arlington	38017	2
916	Billy Bryant	38017	1
441	Barbara Lane	38028	1
11340	Fourwinds Dr	38028	2
11509	Macon Rd	38028	1
10981	Macon Rd	38028	2
11338	Monterey	38028	2
12011	Monterey	38028	2
10129	Raleigh-LaGrange	38028	1
2332 N	Reid Hooker	38028	1
919 N	Reid Hooker	38028	2
2332 N	Reid Hooker	38028	1
2530	Windcliff Dr	38028	1
		TOTAL	27

Petition in Opposition - Page 3 – Signatures 23-27
& OPD Compilation of Addresses Represented

Item #: _____ Prepared by: Lou Geater

Approved by: Christy L. Kinard
Assistant County Attorney

RESOLUTION ENDORSING THE CONCEPT OF RETROACTIVE GRANTING OF DIPLOMAS TO HIGH SCHOOL STUDENTS WHO HAVE BEEN DENIED DIPLOMAS DUE SOLELY TO FAILING THE GATEWAY EXAMINATION AND DIRECTING STAFF TO INVITE THE CITY AND COUNTY SCHOOL BOARDS TO PROVIDE FEEDBACK ON THIS ISSUE. SPONSORED BY COMMISSIONER STEVE MULROY.

WHEREAS, It has come to the attention of the Shelby County Board of Commissioners that numerous students in the State of Tennessee have been denied high school diplomas due solely to their failure to pass the Gateway Examination; and

WHEREAS, This County Commission supports the retroactive granting of diplomas to those students who were denied diplomas due solely to their failure to pass the Gateway Examination.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Shelby County Board of Commissioners hereby endorses the concept of retroactively granting diplomas to students who were denied diplomas due solely to their failure to pass the Gateway Examination.

BE IT FURTHER RESOLVED, That County Commission staff is directed to contact the President of the Memphis City School Board and Chairman of the Shelby County School Board to invite feedback on this issue at the April 27, 2009 meeting of the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Item #: _____ Prepared By: Steve Summerall

Approved By: Christy L. Kinard
Assistant County Attorney

RESOLUTION APPROVING THE FY 2010 BUDGET OF THE MEMPHIS AND SHELBY COUNTY CENTER CITY COMMISSION. SPONSORED BY COMMISSIONER JAMES HARVEY.

WHEREAS, The bylaws of the Memphis and Shelby County Center City Commission require the review and approval of each annual operating budget by the Memphis City Council and the Shelby County Board of Commissioners; and

WHEREAS, The Center City Commission Board of Directors reviewed and approved the Operating Budget for FY 2010, as detailed on Exhibit A, at their meeting on April 22, 2009; and

WHEREAS, The Operating Budget for the Center City Commission for FY 2010 does not require an operating subsidy from County or City funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Memphis and Shelby County Center City Commission Budget for FY 2010, as detailed on Exhibit A, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

DATE: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

CENTER CITY COMMISSION

The Crump Building
114 North Main Street
Memphis Tennessee 38103

Memorandum

Date: April 27, 2009

To: Steve Summerall, Chief Administrator
Shelby County Board of Commissioners

From: James M. Street
Vice President Administration and Finance, CFO

Re: **Fiscal Year 2010 Budget**

The Center City Commission bylaws require annual approval of our operating budget by the Board of Commissioners. I have enclosed the 2010 budget as approved by the Center City Commission Board of Directors on April 22, 2009.

I would appreciate your assistance in guiding us through the Board's approval process. Please let me know when we will need to appear at the committee and board meetings.

If you have any questions, please let me know. I can be reached at 575-0550.

Enclosures (3)

CENTER CITY COMMISSION

The Crump Building
114 North Main Street
Memphis Tennessee 38103

Memorandum

TO: Shelby County Commission

FROM: Jeff Sanford, President

DATE: April 27, 2009

RE: **Center City Commission FY 2010 Operating Budget**

We are pleased to present the Center City Commission's proposed FY 2010 Operating Budget, which has been reviewed and approved by the Center City Commission's Board of Directors. Highlights include:

- For the eleventh year in a row, no County funds, property tax or otherwise, are being requested.
- It is a balanced budget; expenses are slightly less than FY '09.
- Additional funds have been reserved to accommodate anticipated higher rate of reappraisal appeals.
- A hiring freeze on fulltime employees.
- A reduction in the use of part time employees.
- No employee compensation increases for at least six-months.
- Continued deployment of private contract security officers in the Downtown core to combat aggressive panhandling.
- A major marketing and promotion campaign, including additional special events, to support Downtown businesses during the recession.

We respectfully request the County Commission's approval of the FY 2010 operating budget so that we can continue to lead the Downtown turnaround. Thank you very much for your consideration and for your continued partnership.

Center City Commission
Budget
FY 2010

	FY 2010	FY 2009	$ Change	% Change
Revenue				
Assessment and Interest	$ 2,833,330	$ 2,700,900	$ 132,430	5%
Marketing	65,000	140,000	(75,000)	-54%
Operations	27,600	75,500	(47,900)	-63%
Transfers In	480,793	499,496	(18,703)	-4%
Total Revenue	$ 3,406,723	$ 3,415,896	$ (9,173)	0%
Expense				
Personnel	$ 1,805,485	$ 1,862,886	$ (57,401)	-3%
Personnel Development	37,935	41,365	(3,430)	-8%
Office Expenditures	350,323	295,927	54,396	18%
Professional Fees	33,540	48,280	(14,740)	-31%
Advertising	477,000	428,350	48,650	11%
Planning & Development	168,840	199,350	(30,510)	-15%
Depreciation	421,200	414,338	6,862	2%
Interest	112,400	125,400	(13,000)	-10%
Total Expense	$ 3,406,723	$ 3,415,896	$ (9,173)	0%
Excess Revenue over Expense	$ -	$ -	$ -	

Center City Commission
Budget
FY 2010

	FY 2010	FY 2009	$ Change	% Change
Revenue				
Assessment and Interest	$ 2,833,330	$ 2,700,900	$ 132,430	5%
Marketing	65,000	140,000	(75,000)	-54%
Operations	27,600	75,500	(47,900)	-63%
Transfers In	480,793	499,496	(18,703)	-4%
Total Revenue	$ 3,406,723	$ 3,415,896	$ (9,173)	0%
Expense				
Wages and Salaries	$ 1,325,487	$ 1,354,625	$ (29,138)	-2%
Benefits	284,398	284,811	(413)	0%
Other Personnel Expense	195,600	223,450	(27,850)	-12%
Dues & Subscriptions	11,735	10,465	1,270	12%
Office Expenditures	350,323	295,927	54,396	18%
Conferences & Travel	26,200	30,900	(4,700)	-15%
Business Development	8,840	19,850	(11,010)	-55%
Professional Fees	23,040	46,480	(23,440)	-50%
Search/Relocation	10,500	1,800	8,700	483%
Advertising	232,000	169,000	63,000	37%
Event Production	238,000	253,350	(15,350)	-6%
Materials & Supplies	7,000	6,000	1,000	17%
Planning & Development	77,000	92,000	(15,000)	-16%
Improvements	83,000	87,500	(4,500)	-5%
Depreciation	421,200	414,338	6,862	2%
Interest	112,400	125,400	(13,000)	-10%
Total Expense	$ 3,406,723	$ 3,415,896	$ (9,173)	0%
Excess Revenue over Expense	$ -	$ -	-	

Item # _____

Prepared by: Mark Beutelschies
Assistant County Attorney

Approved by: Christy L. Kinard
Assistant County Attorney

RESOLUTION REQUESTING THE SHELBY COUNTY HEALTH, EDUCATION AND HOUSING FACILITY BOARD, THE MEMPHIS AND SHELBY COUNTY CENTER CITY REVENUE FINANCE CORPORATION, AND THE MEMPHIS AND SHELBY COUNTY INDUSTRIAL DEVELOPMENT BOARD TO ADOPT POLICY CHANGES RELATIVE TO THE GRANTING OF ECONOMIC INCENTIVES; AND REQUESTING THE MEMPHIS CITY COUNCIL ADOPT A RESOLUTION TO EFFECTUATE SAME AS IT RELATES TO JOINT CITY-COUNTY BOARDS. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, the County of Shelby has allowed certain organizations to provide economic incentives including the ability to enter into tax exempt bond financing transactions in the name of the respective organization; and

WHEREAS, certain environmental concerns have been raised regarding the development of the Springdale Creek Apartments in the City of Memphis after the project had been studied and approved; and

WHEREAS, the environmental concerns raised in the Springdale Creek Apartments project were at least partially the cause for the cessation of construction of the project; and

WHEREAS, the unfinished project imposes a financial risk on the authorizing entity and creates a potential environmental risk to the residents and nearby Springdale Elementary School; and

WHEREAS, the Summary Site History for Springdale Creek Apartments prepared by the Tennessee Department of Environment and Conservation and an article published by The Commercial Appeal on March 15, 2008 entitled "Velsicol, neighbors near deal" are attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by reference, to evidence the risk to the organization and community; and

WHEREAS, no inducements should be granted to a new development which may harm the neighborhood around the project or the residents or employees of the project; and

WHEREAS, the Shelby County Board of Commissioners desires to request the Shelby County Health, Education and Housing Facility Board and the joint City-County boards that grant economic incentives to incorporate in their respective policies and procedures the requirements set forth below and to request the Memphis City Council to adopt the same resolution so as to effectuate the intent of this resolution as it relates to the Memphis and Shelby County Center City Revenue Finance Corporation and the Memphis and Shelby County Industrial Development Board and to include therein the Memphis Health, Education and Housing Facility Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the Shelby County Health, Education and Housing Facility Board, the Memphis and Shelby County Center City Revenue Finance Corporation, and the Memphis and Shelby County Industrial Development Board be and are hereby requested to amend their policies and procedures as necessary relative to granting economic incentives so as to require the following:

1. A project involving real estate must have a Phase I environmental site assessment ("Phase I Report") meeting all appropriate inquiry and ASTM standards sufficient to qualify the parties as an innocent purchaser for U.S. Department Environmental Protection Agency ("EPA") purposes.

2. That all Recognized Environmental Conditions ("REC"), as defined by the EPA, that are raised in the Phase I Report be resolved prior to finalization and execution of the incentives.

3. Once a Phase I Report without RECs has been provided or all RECs have been addressed, the Phase I Report and additional reports and materials shall be forwarded to the chief environmental officer of the Memphis and Shelby County Health Department ("Environmental Officer") for review.

4. The Environmental Officer shall provide a report with a recommendation to the respective entity's board chairperson and board counsel.

5. If any issues raised by the Environmental Officer are not addressed and resolved to the Environmental Officer's satisfaction, the Environmental Officer shall report all concerns to the entity's board and the governing body/bodies authorizing the board to grant the incentive to the project.

BE IT FURTHER RESOLVED, That, by copy of this resolution, the Memphis City Council be and is hereby requested to adopt the resolution attached hereto as Exhibit "C" and incorporated herein by reference so as to make the intent of this resolution effective in its application to the Memphis and Shelby County Center City Revenue Finance Corporation and the Memphis and Shelby County Industrial Development Board and to include the Memphis Health, Education and Housing Facility Board.

BE IT FURTHER RESOLVED, That this resolution shall take effect immediately, the public welfare requiring the same.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Springdale

Ford, Lynn

EXHIBIT "A"

From: Ritz, Mike
Sent: Monday, October 27, 2008 2:46 PM
To: Ford, Lynn
Subject: FW: Springdlale Creek Apartments
Attachments: SCA Site History_101708.doc

print plse thx mr

From: Madlock, Yvonne
Sent: Mon 10/27/2008 12:38 PM
To: Ritz, Mike
Cc: Lachapelle, Norman; Huntzicker, James
Subject: Springdlale Creek Apartments

Commissioner Ritz:

In response to your request, attached is the Summary Site History regarding Springdale Creek Apartments prepared by TN Department of Environment and Conservation(TDEC). The full Institutional Control Operation and Maintenance Plan completed by Ensafe, Inc. (200+ pages) is available on CD if you would like a copy. Also if you would like to visit the site, please contact Norman Lachapelle, Administrator of Environmental Health Services (544-7582) who would be happy to take you on a "tour".

Please let me know if you have additional questions or want more information.

<<SCA Site History_101708.doc>>

Yvonne Madlock

Yvonne S. Madlock, Director

Memphis and Shelby County Health Department

814 Jefferson Avenue

Memphis, TN 38105

901-544-7583

901-544-6898 (fax)

Springdale Creek Apartments (79-820)
Memphis, Shelby County

The Springdale Creek Apartments is located at 2510 Jackson Ave in Memphis, TN and is owned by the Health Educational and Housing Facility Board of the City of Memphis. Springdale Memphis, L.P. leases the property from the Health Educational and Housing Facility Board of the City of Memphis and has developed the Springdale Creek Apartments as a "qualified residential rental project". The apartment complex is organized to provide multifamily residential rental property to rent to low-income tenants.

The southern portion of the property was operated for approximately sixty years as an auto salvage yard, resulting in contamination from metals (lead) and Volatile Organic Compounds (VOC), specifically TPH and TCE. Cypress Creek crosses the northern portion of the property.

Cypress Creek is a 7.5-mile tributary of the Wolf River that drains a large portion of north Memphis and was historically used as a conveyance for wastewater discharge by Velsicol Chemical Corporation and various other industrial facilities. Cypress Creek was widened and channelized during the 1960s and 1970s by the City of Memphis as part of a flood control project. Sediments containing industrial wastes, specifically organochlorine pesticides were placed on properties adjoining Cypress Creek, including the subject property, during the channelization effort resulting in pesticide contamination on the northern portion of the property.

The south side of the property was investigated and remediated by Springdale Memphis, L.P. as directed by the Tennessee Department of Environment and Conservation (TDEC), Division of Remediation (DoR). Work plans and specification were reviewed jointly by the TDEC, Tennessee Department of Health, and the Memphis and Shelby County Health Department and the three agencies agreed that the remedial actions on the south side were appropriate to protect human health prior to DoR approval for Springdale Memphis, L.P. to perform those actions.

During the site investigation, EnSafe, Springdale Memphis L.P.'s consultant, found elevated lead concentrations along the western and eastern property lines of the Site. As a result of this investigation, TDEC and the United States Environmental Protection Agency (EPA) identified off-site soil contamination that was determined to originate from the former auto salvage yard property. In April 2005, the Division of Remediation sampled the adjacent Springdale Elementary School and confirmed that elevated levels of lead were present on the school property. Springdale Memphis, L.P. agreed to perform a removal action at the school and approximately 1,300 tons of impacted soil was excavated from the schoolyard for disposal.

The Division of Remediation collected soil samples from thirty-two residential locations along Meagher Street in January 2006. Of the thirty-two samples analyzed, lead was detected in seventeen of the samples at elevated levels. At the request of TDEC, the EPA conducted a removal assessment to determine which properties identified by TDEC should be considered for a possible removal action. In January 2007, the EPA conducted a Removal Action to address the areas identified during the removal assessment. The Removal Action included eight of the

seventeen elevated lead locations identified by TDEC. A total of 360 cubic yards of impacted soil was excavated from the Meagher Street properties for disposal.

No remedial efforts have yet been undertaken on the north side of the property. The north side of the property remains contaminated with concentrations of pesticides in soils that preclude it from being used as a residential site without further investigation and subsequent action to eliminate the potential threat to human health. This northern portion of the Springdale property is fenced to prevent trespass as TDEC has determined that in its current condition it is not an appropriate place for children or adults to use or congregate.

The Division of Remediation, the Tennessee Department of Health, and the Memphis and Shelby County Health Department, are currently reviewing the revised Institutional Control, Operation and Maintenance Plan for the south side of the property, which was received on 09/23/08. DoR noted operation and maintenance concerns during recent visits to the south side of the property, including evidence of trespass onto the northern end of the property. TDEC-DoR will discuss these concerns with Springdale Memphis, L.P. and the HEHFB in the coming weeks.

As part of TDEC's ongoing investigation at the site, a TDEC-DoR contractor recently completed fieldwork for a passive Gore Sorber™ soil gas survey on the north end of the Springdale property and a report of results should be submitted during November 2008. When this report is received, TDEC-DoR will discuss the findings with the Tennessee Department of Health and the Memphis and Shelby County Health Department to determine the step that should be taken next.

File information is maintained under the following site names/numbers at TDEC's Memphis Field Office and TDEC's Nashville Central Office:

- Springdale Creek Apartments (79-820)
- Springdale North Side (79-863)
- Auto Parts and Salvage of Memphis/Springdale Elementary School (79-828)
- Meagher Street (79-831)

TDEC-Division of Solid and Hazardous Waste Management (DSWM) provides regulatory oversight for current investigative and remedial activities along Cypress Creek. Further information regarding these activities may be acquired by contacting TDEC-DSWM.

EXHIBIT "B"

MEMPHIS & REGION

PAGE B4

THE COMMERCIAL APPEAL | SATURDAY, MARCH 15, 2008 | COMMERCIALAPPEAL.COM

3-15-08

Velsicol, neighbors near deal

Landowners along creek may share $2M settlement

By Tom Charlier
charlier@commercialappeal.com

Property owners along a notoriously polluted creek in North Memphis could share nearly $2 million if a federal judge approves an agreement settling claims that contamination had diminished their land values.

The agreement between Velsicol Chemical Corp. and attorneys for landowners stems from a 2004 class-action lawsuit that originally sought $1.75 billion for personal injuries, including fear of contamination, in addition to property damage. The personal injury claims were dropped from the suit.

Under the settlement, Velsicol would pay a total of $2.1 million. After deductions of expenses and attorneys' fees, which would amount to less than 30 percent, the remaining money would be shared by owners of 195 properties along and near Cypress Creek, which during the 1950s and '60s was virtually an open sewer for industries that included Velsicol's plant at 1199 Warford.

The property-damage award for each tract is based mostly on a proportion of its 2006 appraised value as set by Shelby County. Most owners would get between $5,000 and $19,000 each.

The proposed award would settle the claims "without admission of liability or fault" by Velsicol, which dumped pesticide-laden wastes into the creek.

The agreement is subject to review periods in which comments are accepted and landowners can opt out. Eventually, it must be approved by U.S. Dist. Judge Bernice Donald.

The agreement is the result of negotiations that lasted a year, said Murray Wells, the Memphis attorney representing the landowners.

"We feel like we won," Wells said.

Gary Shockley, a Nashville attorney representing Rosemont, Ill.-based Velsicol, said the settlement is fair.

"It's a compromise by both sides," he said.

The lawsuit was one of at least three targeting Velsicol in recent years after residues of the dangerous pesticide dieldrin and related compounds were discovered in the soil of property along the creek. One suit was dismissed in January, and Velsicol hopes the other "will be resolved soon," Shockley said.

Velsicol last summer completed a cleanup of 18 of the most heavily contaminated properties along the creek. The remaining tracts had contamination levels below a threshold that would have posed a health threat, according to state officials.

Despite claims in some of the lawsuits, a study by the Health Department failed to link the pollution with any health problems experienced by residents living near the creek.

— *Tom Charlier: 529-2572*

CITY COUNCIL RESOLUTION **Exhibit "C"**

WHEREAS, the City of Memphis has allowed certain organizations to provide economic incentives including the ability to enter into tax exempt bond financing transactions in the name of the respective organization; and

WHEREAS, certain environmental concerns have been raised regarding the development of the Springdale Creek Apartments in the City of Memphis after the project had been studied and approved; and

WHEREAS, the environmental concerns raised in the Springdale Creek Apartment project were at least partially the cause for the cessation of construction of the project; and

WHEREAS, the unfinished project imposes a financial risk on the authorizing entity and creates a potential environmental risk to the residents and nearby Springdale Elementary School; and

WHEREAS, no inducements should be granted to a new development which may harm the neighborhood around the project or the residents or employees of the project; and

WHEREAS, the Shelby County Board of Commissioners adopted a resolution as Item No. __ on _____, 2009 and attached thereto the Summary Site History for Springdale Creek Apartments prepared by the Tennessee Department of Environment and Conservation and an article published by The Commercial Appeal on March 15, 2008 entitled "Velsicol, neighbors near deal," all of which are attached hereto as Exhibit "A" and incorporated herein by reference, to evidence the risk to the organization and community; and

WHEREAS, the Memphis City Council desires to request the joint City-County boards that grant economic incentives to incorporate in their respective policies and procedures the requirements set forth below so as to effectuate the intent of this resolution and the resolution adopted by the Shelby County Board of Commissioners referenced above as it relates to the Memphis and Shelby County Center City Revenue Finance Corporation and the Memphis and Shelby County Industrial Development Board and to include the Memphis Health, Education and Housing Facility Board.

NOW, THEREFORE, BE IT RESOLVED That the Memphis Health, Education and Housing Facility Board, the Memphis and Shelby County Center City Revenue Finance Corporation, and the Memphis and Shelby County Industrial Development Board be and are hereby requested to amend their policies and procedures as necessary relative to granting economic incentives so as to require the following:

1. A project involving real estate must have a Phase I environmental site assessment ("Phase I Report") meeting all appropriate inquiry and ASTM standards sufficient to qualify the parties as an innocent purchaser for U.S. Department Environmental Protection Agency ("EPA") purposes.

2. That all Recognized Environmental Conditions ("REC"), as defined by the EPA, that are raised in the Phase I Report be resolved prior to finalization and execution of the incentives.

3. Once a Phase I Report with RECs has been provided or all RECs have been addressed, the Phase I Report and additional reports and materials shall be forwarded to the chief environmental officer of the Memphis and Shelby County Health Department ("Environmental Officer") for review.

4. The Environmental Officer shall provide a report with a recommendation to the respective entity's board chairperson and board counsel.

5. If any issues raised by the Environmental Officer are not addressed and resolved to the Environmental Officer's satisfaction, the Environmental Officer shall report the concerns to the entity's board and the governing body/bodies authorizing the board to grant the incentive to the project.

BE IT FURTHER RESOLVED, That a copy of this resolution be provided to the Shelby County Board of Commissioners as evidence of the effectiveness of the intent of this resolution as it applies to the joint City-County boards referenced herein.

Bill Boyd, Council Member

Item # _____ Prepared by: Dottie Jones

Approved by:_____
County Attorney

A RESOLUTION AMENDING THE FY09 BUDGET IN THE AMOUNT OF $75,000.00 TO ALLOW MAXIMUM EXPENDITURE OF GRANT FUNDS FROM A JUSTICE ASSISTANCE GRANT, PREVIOUSLY APPROVED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS. THIS ITEM REQUIRES EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF $75,000.00. SPONSORED BY COMMISSIONER GEORGE FLINN.

WHEREAS, The Shelby County Government was awarded a grant by the U.S. Department of Justice in the amount of $2, 195, 507.00 for the purpose of initiating an intelligence-led policing strategy to suppress violent crime in apartment complexes and adjacent areas; and

WHEREAS, The Shelby County Division of Community Services has found it necessary to decrease the FY09 Operating Budget by $75,000.00 from account 485-480401-6637; and

WHEREAS, The Shelby County Sheriff's Office has found it necessary to increase the FY09 Operating Budget by $75,000.00 to account 485-610501-5154; and

WHEREAS, Reallocation of $75,000.00 would promote effective use of grant funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY TENNESSEE, That the Shelby County FY09 Operating Budget is amended and approved per Exhibit A which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary to comply with the intent of this resolution.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants in amounts not to exceed $75,000.00 for grant funds as outlined herein pursuant to the terms and conditions of said grant contracts and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

DATE: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. DESCRIPTION OF ITEM:

This grant was set up for the FY09 Operating Budget in the amount of $2,195,507.00. The Shelby County Government seeks to reallocate $75,000 to continue the purpose of the grant.

This resolution amends the FY09 Operating Budget to allow the reallocation of grant funds to affect both the Shelby County Public Defender's Office and the Shelby County Sheriff's Office. The resolution allows for these funds to be available for grant-related expenditures from July 1, 2008 through June 30, 2009 under the terms and conditions of the original resolutions.

II. SOURCE AND AMOUNT OF FUNDING:

A. **Amount Expended / Budget Line-Item:** Source of funding comes from the U.S. Department of Justice. This resolution seeks to debit 485-480401-6637 in the amount of $75,000.00 and credit 485-610501-5154 in the amount of $75,000.00.
B. **All Costs (Direct/Indirect):** Direct costs are reflected on Exhibit A. No indirect costs are associated with this grant. All costs will be or have been reimbursed by the grant.
C. **Additional or Subsequent Obligations**: None

III. CONTRACT ITEMS:

Not applicable.

IV. ADDITIONAL INFORMATION RELEVANT TO APPROVAL OF THIS ITEM:

This grant was previously approved by the Shelby County Board of Commissioners.

EXHIBIT A

SHELBY COUNTY GOVERNMENT
OPERATING BUDGET AMENDMENT
FY2009

The U.S. Department of Justice,
Targeting Violent Crime Initiative - Safeways Project
DOJ Grant Number: 2007-DD-BX-0655
Fund 485

485-480401 Community Service Special Funded Projects

Line Item	Description	Current Budget	Budget Amendment	Amended Budget
4401	**Federal Grant**	($1,574,527.00)	$75,000.00	($1,499,527.00)
6467	**Travel**	$6,250.00		$6,250.00
6637	**Outside Contracts**	$1,568,277.00	($75,000.00)	$1,493,277.00
	Net Operations	$0.00	$0.00	$0.00

485-610501 Shelby County Sheriff's Office - Administration

Line Item	Description	Current Budget	Budget Amendment	Amended Budget
4401	**Federal Grant**	($620,980.00)	($75,000.00)	($695,980.00)
5154	**Overtime**	$297,580.00	$75,000.00	$372,580.00
7003	Computer Hardware and Software	$195,000.00		$195,000.00
7006	Passenger Vehicles	$128,400.00		$128,400.00
		$0.00	$0.00	$0.00

ITEM LANGUAGE: A RESOLUTION AMENDING THE FY09 BUDGET IN THE AMOUNT OF $75,000.00 TO ALLOW MAXIMUM EXPENDITURE OF GRANT FUNDS FROM A JUSTICE ASSISTANCE GRANT, PREVIOUSLY APPROVED BY THE SHELBY COUNTY BOARD OF COMMISSIONERS. THIS ITEM REQUIRES EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF $75,000.00. SPONSORED BY COMMISSIONER GEORGE FLINN.
ITEM ID: 635

==========

STEP: Originator
DATE: 3/30/2009
ORIGINATOR: dottie.jones Phone Number:545-4576
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/30/2009
APPROVER: donna.pavatte Phone Number:545-4263
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/30/2009
APPROVER: dottie.jones
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/31/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/2/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/6/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/8/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/9/2009
APPROVER: felisa.cox
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/9/2009
APPROVER: dottie.jones
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/9/2009
APPROVER: edna.ward

DECISION: Send To Attorney

STEP: Attorney
DATE: 4/9/2009
APPROVER: felisa.cox
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/9/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Assistant Finance Administrator
DATE: 4/24/2009
APPROVER: raymond.pipkin
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/24/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

ITEM #_____ PREPARED BY: Mattie Harris_____

APPROVED BY: _____

RESOLUTION APPROVING EXPENDITURE OF FUNDS BY SHELBY COUNTY GOVERNMENT TO KAPLAN EARLY LEARNING COMPANY FOR THE PURCHASE OF EDUCATIONAL SUPPLIES IN THE AMOUNT OF $96,000.00. SPONSORED BY COMMISSIONER GEORGE FLINN.

WHEREAS, Shelby County Head Start has a need to purchase educational supplies for the classrooms; and

WHEREAS, Kaplan Early Learning Company is an educational supply vendor under Sealed Bid #1001397; and

WHEREAS, purchase orders in the amount of $63,797.82 have been processed under the above-referenced bid; and

WHEREAS, additional educational supplies are needed in the amount of $96,000.00 that will exceed the $99,999.00 limit under the above-referenced bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds to Kaplan Early Learning Company in the amount of $96,000.00 for educational supplies, is hereby approved.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders for these educational supplies from the FY 2008/2009 O & M Budget to the extent of available funds in the appropriate accounts.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute any and all documents necessary for the completion of this purchase.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant(s) in an amount not to exceed $96,000.00 to Kaplan Early learning Company for purposes contained in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY

I. Description of Item

This resolution authorizes Shelby County to purchase educational materials and supplies for Head Start classrooms at the new Ridge Meadow Parkway Head Start site. There are nine classrooms at this location.

II. Sources and Amount of Funding

Amount Expended/Budget line Item

Federal Department of Health and Human Services/Administration For Children and Families. $96,000.00

Budget Line Item – Head Start Operations and Maintenance Accounts as Appropriate in Fund 104-480350

All Costs (Direct/Indirect)

100% Grant Fund Reimbursement

Additional or Subsequent Obligations or Expenses of Shelby County

N/A

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of the resolution.

ITEM LANGUAGE: RESOLUTION APPROVING EXPENDITURE OF FUNDS BY SHELBY COUNTY GOVERNMENT TO KAPLAN LEARNING COMPANY FOR THE PURCHASE OF EDUCATIONAL SUPPLIES IN THE AMOUNT OF $96,000.00. SPONSORED BY COMMISSIONER GEORGE FLINN.
ITEM ID: 646

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STEP: Originator
DATE: 4/8/2009
ORIGINATOR: mattie.harris Phone Number:922-0725
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/8/2009
APPROVER: john.lovelace Phone Number:922-0712
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/9/2009
APPROVER: dottie.jones
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/9/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/9/2009
APPROVER: felisa.cox
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/9/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Assistant Finance Administrator
DATE: 4/24/2009
APPROVER: raymond.pipkin
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/24/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Community Services

For Commission Action on (date) May 11, 2009

CA 097751

RESOLUTION APPROVING A CONTRACT WITH SOUTHEAST MENTAL HEALTH CENTER IN THE AMOUNT OF $325,000.00 FOR THE PROVISION OF DETOXIFICATION SERVICES, AND AMENDING THE FY 2009 OPERATING BUDGET IN THE AMOUNT OF $108,333.00 FOR THIS PURPOSE. SPONSORED BY COMMISSIONER GEORGE FLINN

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $ 325,000.00 : County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Community Services

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:			
Division Director:	Dottie Jones 545-4274		04/29/09
CIP – A&F Director:			
Finance Dept.:	Mike Swift	MAS	4/29/09
County Attorney:	Felisa N. Cox (URichards 4/29/09)	FNC	4-30-09
CAO/Mayor:	Jim Huntzicker by Mike Swift	MAS	4/30/09

Summary Sheet

Description – This resolution approves a six month contract with Southeast Mental Health Center for the provision of detoxification services to individuals transported by law enforcement agencies. These services were formally provided by contracted services housed at the Regional Medical Center. It is the recommendation of administrators of the MED that these services be housed elsewhere. The space occupied at the MED for these contracted services can be better utilized for other higher acuity needs and the MED will incur savings from the termination of this service requirement. The contracted cost of these services is $325,000.00 for this initial period of the contract. This process has been implemented in order to align identified health resources with needs that otherwise relegated to the Criminal Justice System. In addition to patients transported by law enforcement, individuals can report on their own and be evaluated and triaged to appropriate community resources for detoxification or mental health issues.

II. Sources and Amount of Funding

Funds are available for transfer from the operating appropriation for the Regional Medical Center for this purpose from account number 010-201201-8978 Regional Medical Center.

III. Contract Items

A. Type of Contract – Provision of detoxification and mental health intervention and referral services for individuals transported by law enforcement or self presenting.

B. Terms – Six Months beginning May 1, 2009

C. Amount - $325,000.00

IV. Additional Information Relevant to Approval of this Item – The administration recommends approval of this resolution.

Item # _____

Commissioner_____

Prepared By: Dottie Jones

Approved By: Felisa N. Cox
County Attorney

RESOLUTION APPROVING A CONTRACT WITH SOUTHEAST MENTAL HEALTH CENTER IN THE AMOUNT OF $325,000.00 FOR THE PROVISION OF DETOXIFICATION SERVICES, AND AMENDING THE FY 2009 OPERATING BUDGET IN THE AMOUNT OF $108,333.00 FOR THIS PURPOSE. SPONSORED BY COMMISSIONER GEORGE FLINN

WHEREAS, Law enforcement officers transport individuals in psychiatric crisis or individuals detained in protective custody on suspicion of public intoxication, in accordance with TCA 68-24-507 to a designated health service provider as contracted by Shelby County Government for assessment and treatment referral; and

WHEREAS, This process has been in place for a significant period of time and has an ongoing favorable impact that results in the reduction in the number of individuals brought for processing to the Shelby County Jail for public intoxication or psychiatric crisis; and

WHEREAS, These services were formerly provided by the Regional Medical Center at Memphis (the MED) by contracted entities housed at the MED; and

WHEREAS, It is a recommendation of administrators at the MED that these services be transferred to an entity that can more efficiently address these needs in a non-hospital environment; and

WHEREAS, the State of Tennessee Department of Mental Health and Developmental Disabilities entered into a contract with Southeast Mental Health Center, Inc. to establish and maintain a Crisis Stabilization Unit (CSU) with walk-in-triage capabilities to include: 24/7 walk-in-triage capabilities, behavioral health assessment, psychiatric consultation, 24/7 medication evaluation/management, group therapy, illness management and recovery, stress management and coping skills, 24/7 transportation, individual therapy, including services for social detoxification and or/co-occurring issues as needed and referral for treatment as appropriate and, thereafter, Southeast Mental Health Center, Inc. opened the CSU on April 2, 2009; and

WHEREAS, the County Administration recommends that a contract be entered into with Southeast Mental Health Center, Inc. to provide jail diversion services for clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507; and

WHEREAS, The County Administration recommends that the contract for these services be for a six month period beginning May 1, 2009 and expiring October 31, 2009 for a total contract amount of $325,000.00; and

WHEREAS, Because of the additional cost incurred by the MED for the provision of these services, funds will be transferred from operating funds originally appropriated for the MED and utilized to fund this contract with Southeast Mental Health Center; and

WHEREAS, Funds are available in the FY 2009 operating budget in account number 010-201201-8978, Regional Medical Center, for transfer for this purpose; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Southeast Mental Health Center for a six month period beginning May 1, 2009 is hereby approved.

BE IT FURTHER RESOLVED, That the FY 2009 operating budget is hereby amended by transferring funds in the amount of $108,333.00 as per Exhibit A , which is attached hereto and incorporated herein by this reference and that said funds are hereby appropriated for this purpose.

BE IT FURTHER RESOLVED, That future renewal options are hereby approved with Southeast Mental Health Center for the provision of these services; and

BE IT FURTHER RESOLVED, That the County Mayor has authority to execute the aforementioned contract amendment, which is on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to transfer funds in an amount not to exceed $325,000.00 to Southeast Mental Health Center and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

DATE: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

EXHIBIT A

DETOXIFICATION SERVICES CONTRACT
SOUTHEAST MENTAL HEALTH CENTER
May 1, 2009 - June 30, 2009

DIVISION OF ADMINISTRATION & FINANCE - CENTRAL OPERATIONS:

Account Number	Account Name	Original Budget	Proposed Adjustment	Amended Budget
010-201201-8978	Regional Medical Center	27,600,000	(108,333)	27,491,667

DIVISION OF COMMUNITY SERVICES - SPECIAL FUNDED PROJECTS:

Account Number	Account Name	Original Budget	Proposed Adjustment	Amended Budget
010-480401-6631	Medical & Dental Services	-	108,333	108,333
	NET CHANGE TO GENERAL FUND	27,600,000	-	27,600,000

CA097751

CONTRACT

This contract (the "Contract") entered into this 28th day of April, 2009, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and SOUTHEAST MENTAL HEALTH CENTER, INC., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the State of Tennessee Department of Mental Health and Developmental Disabilities issued a Request for Proposals providing funding to qualified behavioral health entities to expand Crisis Stabilization Unit (CSU) capacity with walk-in triage capability for adults (18 years and older) in the East and West Tennessee regions; and

WHEREAS, the Request for Proposals required that the Grantee must establish and maintain the Crisis Stabilization Unit (CSU) with walk-in-triage capabilities to include: 24/7 walk-in-triage capabilities, behavioral health assessment, psychiatric consultation, 24/7 medication evaluation/management, group therapy, illness management and recovery, stress management and coping skills, 24/7 transportation, individual therapy, including services for social detoxification and or/co-occurring issues as needed and referral for treatment as appropriate; and

WHEREAS, the State of Tennessee Department of Mental Health and Developmental Disabilities entered into a contract with Southeast Mental Health Center, Inc. to provide these services and, thereafter, Southeast Mental Health Center, Inc. opened the CSU on April 2, 2009; and

WHEREAS, the COUNTY desires to contract with Southeast Mental Health Center, Inc. to provide jail diversion services for clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the Scope of Work which is attached hereto as Exhibit A and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence on May 1, 2009 and continue through October 31, 2009. The term of this contract shall, upon mutual written consent of the parties, be renewable for one additional six-month period, subject to negotiations between the COUNTY and CONSULTANT relative to the terms and conditions of the contract, the Scope of Work as outlined in Exhibit A and the Reporting Requirements as outlined in Exhibit B and subject to appropriation of funding by the Shelby County Board of Commissioners. Said negotiations shall commence no later than June 15, 2009 and parties must agree on all terms and conditions no later than September 4, 2009.

2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 ($325,000.00) Dollars (the "Fee") during the term of this Contract which shall include all expenses. The COUNTY agrees to wire funds in the amount of $54,166.67 per month to CONSULTANT for services provided for the preceding month.

3. The CONSULTANT shall submit reports to the COUNTY on a quarterly basis for services performed during the preceding quarter. Reports shall be submitted in accordance with Section III, Paragraph 26 of the Contract and Exhibit B which is attached hereto and incorporated herein by reference as if stated verbatim. Reports shall be sent to the address set forth in Section III, Paragraph 29 of this Contract to the attention of the Director of the Division of Community Services.

III. GENERAL CONDITIONS

1. Control. All services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. Consultant's Personnel. The CONSULTANT certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be monitored by the Shelby County Division of Community Services. The CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the provider's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give COUNTY the right to direct the CONSULTANT as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that the provider has been retained by the COUNTY to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the COUNTY by the CONSULTANT for services performed shall be on the CONSULTANT's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that either:

(i) The CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The CONSULTANT has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval.

(iii) The CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONSULTANT's assets.

(iv) The State of Tennessee Department of Mental Health and Developmental Disabilities terminates its contract with the CONSULTANT for services provided at the CSU.

(b) The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving sixty (60) days written notice to the other, before the effective date of termination. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory

work performed as of the termination date; however, the CONSULTANT shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. In the event of such termination, CONSULTANT agrees to fully cooperate with COUNTY to achieve a successful transition to a new provider, and CONSULTANT agrees to continue to provide services as outlined herein for a period of up to ninety (90) calendar days to allow COUNTY to find another provider for said services.

(d) All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for services rendered.

(e) Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of its duties under this contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict of Interest. The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The CONSULTANT warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. The CONSULTANT will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the COUNTY.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONSULTANT and the COUNTY will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the CONSULTANT shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), Title XI and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. (a) The CONSULTANT hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CONSULTANT shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Title VI Statute and Regulation. CONSULTANT agrees to abide by Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et. seq., which states: "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

13. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

14. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

15. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

16. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

17. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

18. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

19. Contracting With Locally Owned Small Businesses. The CONSULTANT shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

20. Living Wage Ordinance. In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the COUNTY, including but not limited to both prime and subcontractors, shall pay a Living Wage

to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by the CONSULTANT, CONSULTANT understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONSULTANT due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the CONSULTANT, any provision of any indenture, agreement or other instrument to which the CONSULTANT is a party, or by which the CONSULTANT's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. CONSULTANT warrants to COUNTY that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The COUNTY shall become the owner, and the CONSULTANT shall be required to grant to the COUNTY, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the COUNTY's name, to use any deliverables provided by the CONSULTANT under this Contract, regardless of whether they are proprietary to the CONSULTANT or to any third parties.

26. Reports. CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of specific Services delivered as detailed in Exhibit B. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly

reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

27. Confidentiality of Records. The parties hereto mutually agree that, to the extent required by law, records of any client shall be kept confidential and shall not be shared professionally with any parties other than duly authorized COUNTY and CONSULTANT personnel, except with the permission of the person whose records are shared, if competent to give such consent, or otherwise with the permission of a person having authority to act on behalf of the person whose records are shared. CONSULTANT shall provide complete access to said records to COUNTY personnel who are authorized by the COUNTY to receive confidential information.

28. Right To Request Removal of Consultant's Employees. The COUNTY may interview the personnel CONSULTANT assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONSULTANT, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

29. Notice. Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Division of Community Services
160 N. Main Street, Suite 801
Memphis, Tennessee 38103
Attn.: Dottie Jones, Director

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

CONSULTANT: Southeast Mental Health Center
3810 Winchester Road
Memphis TN 38118
Attn.: Gene Lawrence, Executive Director

30. HIPAA. CONSULTANT warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONSULTANT warrants that it will cooperate with the COUNTY

and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONSULTANT will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the CONSULTANT its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

In addition to the foregoing, CONSULTANT hereby agrees that it shall notify COUNTY of all claims made against it by third parties, including but not limited to patients, for services performed pursuant to this Contract. In the event that CONSULTANT reaches a compromise or settlement of claims brought by such third-party, CONSULTANT shall include language in its settlement/release agreement that requires the third-party/releaser to specifically release COUNTY from liability. CONSULTANT shall provide a copy of each such fully executed settlement/release agreement to COUNTY in accordance with III, Paragraph 29.

(b) CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The COUNTY has no obligation to provide legal counsel or defense to the CONSULTANT or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against CONSULTANT as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against the CONSULTANT as a result of or relating to obligations under this Contract.

(e) CONSULTANT shall immediately notify the COUNTY, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the CONSULTANT or its sub-providers regarding any matter resulting from or relating to CONSULTANT's obligations under this Contract

and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

2. Insurance Requirements. CONSULTANT will provide evidence of the following insurance coverage. The insurance companies providing this coverage shall be rated A- with FSC of VIII or better in the current edition of Best's Key Rating Guide:

For all services and operations under this agreement Consultant/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* - minimum limit of $1,000,000 per occurrence bodily injury and property damage/$1,000,000 personal and advertising injury/$2,000,000 General Aggregate/$2,000,000 Products-Completed Operations Aggregate. The insurance shall include coverage for the following:

a) Premises/Operations
b) Products/Completed Operations
c) Contractual liability
d) Independent Contractors
e) Broad Form Property Damage
f) Personal Injury and Advertising Liability

2) *Business Automobile Liability Insurance* –minimum of $1,000,000 single limit each accident for bodily injury and property damage. Coverage is to be provided on all:

a) Owned/Leased Autos
b) Non-owned Autos
c) Hired Autos

Shelby County Government, its elected officials, officers, appointees and employees are to
be named as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation as required by Tennessee statute with Employers' Liability limits in minimum limits as follows: $1,000,000 each accident, $!,000,000 Disease - each employee and $1,000,000 Disease - Policy Limit This policy will include coverage for all employees and contracted workers and volunteers and all proprietors, partners ,and executive officers. Waiver of subrogation against the County will be included in the policy.

a. *Professional Liability/Malpractice Insurance* - minimum limit of $1,000,000 per claim per employee or contracted individual/$3,000,000 annual aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made, or, preferably, on an occurrence basis. If on claims-made basis policy retroactive date is to be no later than the date of this contract. If written on

claims-made basis, in event of cancellation the contractor will purchase an unlimited extended reporting period for claims or else purchase new coverage with a retroactive date to cover the dates of this contract and provide evidence of such coverage.

4) Excess Professional Liability - minimum excess professional liability in limit of $2,000,000.

All policies *will* provide for 30 days written notice to Shelby County of cancellation, non-renewal or material change in coverage provided, except ten (10) days notice is required for non-payment of premium. This required notice is to be sent to Shelby County Government by certified/return receipt US Mail to the addresses in Section III Paragraph 28 of this contract.

V. RIGHT TO MONITOR AND AUDIT

Access To Records. During all phases of the work and services to be provided hereunder the CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY, to enter CONSULTANT's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED:

SHELBY COUNTY GOVERNMENT

_____
Contract Administrator/
Assistant County Attorney

_____
A C Wharton, Jr., Mayor

SOUTHEAST MENTAL HEALTH CENTER, INC.

BY: Jane Lamere

TITLE: Exec. Director
4-28-09

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Gene Lawrence with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Southeast Mental Health, Inc, the within named bargainor, a corporation, and that he as such Executive Director executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Executive Director

WITNESS my hand and official seal at office this 28th day of April, 2009.

Earline Dobbs
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: 7/16/2011

EARLINE DOBBS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Exhibit A

SCOPE OF SERVICES

Overview. The services funded through this contract will help to provide a single point of entry for mental health and substance abuse assessments for individuals in need of urgent psychiatric and/or substance abuse assessment and be referred to herein as the Crisis Assessment Center (CAC). Assessment and crisis intervention services will be provided to individuals age 14 and over who present in psychiatric crisis or as intoxicated. They may be referred by MPD CIT officers, other law enforcement/criminal justice personnel, community provider staff, family or self referral (walk-ins).

Intake. Staff must use an expedited process to immediately accept responsibility for clients who present to the facility on their own or who are transported to the facility by law enforcement personnel, the Memphis Police Department Crisis Intervention Team, family members or others. No individual needing social detoxification or psychiatric evaluation may be refused services. The intake process must provide one registration for all services and must accommodate multiple clients to prevent any undue backlog in access to the service. Information will be obtained from the referral source (including transporting officers and family members) regarding reason for referral, and will include:

a. Full name; social security number; date of birth; address; phone number; family member/significant other's name, address and phone number; emergency contact's name, address and phone number; and other demographic information
b. chief complaint, history of problem
c. any known history regarding psychiatric and/or substance abuse problems or treatment
d. counselor/case manager (if any)
e. any known medical/legal problems
f. current medications (if applicable)
g. any information required by other funding sources

Triage Assessment. The primary goal is to determine the most clinically appropriate, least restrictive intervention and disposition, based on presenting symptoms at the time of assessment and considering psychiatric, medical and substance abuse problems and contributing psychosocial issues. Additionally, this assessment is intended to stabilize the current crisis and prevent further dysfunction, deterioration or exacerbation of symptoms so that the individual, to the extent possible, can mobilize community resources and supports.

The initial assessment will include a determination of level of supervision required by each individual who presents for service. Ensuring safety and security is the top priority until the assessment is complete and an intervention and/or disposition decision is made.

Substance Abuse Assessment. Substance abuse assessment must provide preliminary medical and psychiatric assessment of individuals presenting with evidence of a level of intoxication that

presents an immediate danger to self or others. Consumers found to be at risk for immediate withdrawal will be transferred to an emergency unit for medical detoxification services. Behaviors appropriate for triage, crisis intervention and stabilization will include, but not be limited to:

a. evidence of alcohol or other substance abuse/intoxication
b. history of substance abuse, chronic substance use or dependence, which may have precipitated behavioral problems
c. history of withdrawal signs and symptoms from drug use
d. history of suicide threats or self-injurious behavior related to substance abuse
e. current stressors (including major losses, exposure to trauma/violence, legal issues, etc.), which may have precipitated drug use/intoxication
f. evidence of other reckless, impulsive, acting out behavior or loss of control related to above stressors
g. other conditions related to substance abuse requiring continuous observation to determine need for admission to more restrictive level of care

Medical Screening. Medical screening services must be available on site 24 hours a day, 7 days a week by appropriately trained, certified and licensed clinical staff supervised by a qualified physician licensed to practice in the State of Tennessee and accessible within a time frame consistent with all applicable regulations. Medical screening services must include all services needed to: 1) determine a medical emergency does not exist, and 2) rule out clinical conditions which could mimic intoxication or produce erratic behaviors that could mimic psychiatric illnesses.

a. The CAC must develop and implement an expedited procedure to accept responsibility immediately for clients who are transported to the CAC by law enforcement. The intake process must be able to simultaneously accommodate multiple clients.
b. Upon arrival, a preliminary medical screening examination must be performed on each individual presenting for services.
c. Adequate privacy must be afforded to patients including, but not limited to separation of male and female adult clients, as well as juvenile clients (ages 14-18) from the general adult population.
d. To reduce transfers between providers, non-emergency medical conditions which may be encountered during the medical screening examination, must be treated on site (small lacerations, sprains, etc.).
e. Appropriate laboratory testing must be available on site or by agreement with an external vendor to assess clients who exhibit psychotic behavior or evidence of intoxication. Laboratory testing must be timely and should not contribute to unreasonable delays in completion of the medical screening examination or mental assessments.
f. Consultant will have an executed transfer agreement between the CAC and at least one (1) appropriately licensed emergency medical care service/facility to accept clients with emergent conditions.

g. The CAC must perform substance abuse assessment as may be required on individuals presenting with signs of intoxication. Clients may self refer or be transported to the facility by law enforcement personnel, the CIT, family members or others.
h. The CAC must accept clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507.
i. The CAC must monitor clients including, but not limited to assessment of clinical condition and monitoring of vital signs throughout the social detoxification process.
j. The CAC must ensure access to acute medical detoxification services as required by clients. Therefore, the CAC must have a written executed transfer agreement with at least one (1) appropriately licensed and certified facility that is qualified to provide such services.
k. The CAC must identify and track high utilizers of CAC services with substance use disorders. They must be assessed for most appropriate intervention and follow-up services, including substance abuse treatment, primary health care and supportive housing.

Transition Planning. For individuals presenting with either psychiatric or substance abuse disorders (and with co-occurring disorders), who are *not* admitted for inpatient care, the provider will coordinate transition planning to include referral and linkage to community-based treatment services suitable to the needs of the individual for continuity of care, including crisis stabilization, respite, community mental health services and supportive housing as appropriate. The CAC must maintain an up-to-date list of available community resources, including treatment facilities, support groups, organizations providing assistance with housing and socialization needs, etc. The CAC will complete individualized disposition and/or transition plans for each client using a county-approved tool, e.g., APIC.

a. Transition planning and continuity of care plan may require providing medication (up to 1 week supply) as needed to facilitate client transition to community resources.
b. Transition planning should include identifying additional factors which might have contributed to the presenting crisis, i.e., trauma, abuse, chronic illness, etc.
c. Transition planning and continuity of care plan must include specific follow-up referral information (location, date, time, contact person, etc.) and means for assuring clients' ability to keep scheduled appointments.

Exhibit B

CRISIS ASSESSMENT CENTER REPORTING REQUIREMENTS

Evaluation and Effectiveness of Services. It is intended that the services provided by the CAC will provide an alternative to incarceration for those who abuse alcohol and or drugs and/or expedite assessment of individuals experiencing symptoms of behavioral health problems and divert them from more intensive levels of care. CONSULTANT should identify specific, measurable expected outcomes for services provided to the target population. These may include improved access to appropriate levels of care; changes in trends of utilization of services; decreased fragmentation and duplication of services provided; improved satisfaction with the services by consumers, referral systems, and funding agencies; and containment or reduction in costs of providing these services.

Reports. CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of specific Services delivered as detailed herein.

Records. The CAC will maintain the patient record. The record will be stored per protocol. The record should include:

- A copy of the Comprehensive Psychosocial Assessment
- A copy of the Mobile Crisis Assessment
- A copy of the Arrest Ticket from CIT, if applicable
- A copy of the Involuntary Commitment paperwork, if applicable
- A completed Call/Intake Form
- A copy of the Medical Screen and any other pertinent medical documentation
- A signed copy of the Patient's Rights
- A signed copy of the Consent to Assessment, if applicable
- A signed copy of the Notice of Privacy Practices Form
- A signed copy of the Exceptions to Notice of Privacy Practices Form, if applicable
- A signed copy of any necessary Authorization for Release of Information
- A copy of the Mode of Transfer Form
- The original Patient's Personal Possessions Form
- The original Patient's Personal Mediations Form
- A copy of the Transition Plan

Reporting. Reporting required to evaluate the effectiveness of assessment/intervention services provided will include, but not be limited to:

a. % of TennCare applications completed with data necessary for approval of eligibility
b. % of clients seen with co-occurring disorders
c. % recidivism to acute or sub-acute level of care at seven (7), thirty (30) and ninety (90) days post CAC episode of care
d. % of clients referred to community based services

e. % of clients discharged to home or other stable residential setting
f. % of clients declining recommended referrals or AMA discharges
g. Number of documented client complaints regarding treatment or delivery of service
h. Number of documented complaints from family members, advocates and others regarding treatment or delivery of service
i. Number of documented law enforcement complaints regarding transfer of clients to CAC, treatment or delivery of service
j. Results of client satisfaction surveys
k. Results of referral source satisfaction surveys

MEDICAL CARE SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. Number and % of presenting clients who require additional medical examination or diagnostic testing
b. Number and % of medical screening exams completed within two (2) hours
c. Number and % of clients requiring transfer to emergency room

SOCIAL DETOXIFICATION SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. % of clients receiving drug toxicology screens
b. % of clients with positive drug toxicology screens
c. Number and % of repeat clients at seven (7) and thirty (30) days post CAC episode of care
d. Number and % of clients referred to community based substance abuse treatment services
e. number and % of clients receiving assessment and appropriate disposition and/or transition plans within twelve (12) hours

PSYCHIATRIC SERVICES

The CAC must monitor and report on data including but not limited to the following:

a. % recidivism to any acute level of care at 7 and 30 days
b. % of clients referred to less restrictive levels of care
c. number of clients receiving assessment and appropriate disposition and/or transition plans within 12 hours

SUMMARY SHEET

Because there exists a disproportionably high rate of foreclosures in Shelby County including some of the larger Memphis area ethic minority communities that have been caused substantially by unlawful, irresponsible, unfair, deceptive and discriminatory lending practices of certain national financial institutions and mortgage lenders, the City of Memphis and the County of Shelby in conjunction with the Memphis Area Legal Services are interested in pursuing litigation against these lending institutions.

The purpose of this litigation would be to both obtain injunctive relief to stop foreclosures at the current time and going forward, and to obtain some financial relief for the citizens, the City of Memphis, and Shelby County for the damages to local governments relative to these predatory lending practices.

Other cities and local governments have filed these types of lawsuits such as Baltimore, San Diego, Cleveland and Birmingham. The Tennessee Attorney General has been in communication with the Shelby County Mayor regarding this type of litigation and has been invited to join in with Memphis and Shelby County and Memphis Area Legal Services in participating in the litigation. No decision has been made by the Attorney General's Office at this time relative to their participation.

This resolution approves the Complaint as required by the resolution adopted as Item No. 25 on December 22, 2008 and also provides authorization to engage by contract appropriate outside counsel willing and prepared to immediately enter into a contingency-fee agreement with Shelby County, by and through its County Attorney, to swiftly initiate litigation and to vigorously prosecute an action of any form at trial in any forum, including interlocutory appeals, if any, against any and all predatory national mortgage lenders. This resolution also provides authorization to engage a non-profit organization that provides legal services, to provide in-kind services to such non-profit organization from the County Attorney's Office in the formulation of prosecuting of such litigation; and to pay a portion of the reasonable fees, costs and expenses incurred by the non-profit organization if necessary. Pursuant to this resolution, the County Attorney's Office is still required to continually report progress relative to this litigation to the County Commission.

Item #: _____

Prepared by: Craig E. Willis
Assistant County Attorney

Approved by: Brian L. Kuhn
County Attorney

RESOLUTION APPROVING A COMPLAINT AGAINST MORTGAGE LENDING INSTITUTIONS WHO HAVE PARTICIPATED IN UNLAWFUL, IRRESPONSIBLE, UNFAIR, DECEPTIVE, AND DISCRIMINATORY LENDING PRACTICES AS REQUIRED BY A RESOLUTION ADOPTED AS ITEM NO. 25 ON DECEMBER 22, 2008; AND AUTHORIZING THE COUNTY MAYOR TO ENGAGE OUTSIDE COUNSEL ON A CONTINGENCY FEE BASIS, TO ENGAGE A NON-PROFIT ORGANIZATION THAT PROVIDES LEGAL SERVICES, AND TO PROVIDE IN-KIND SERVICES TO, AND PAY A PORTION OF THE REASOANBLE FEES, COSTS AND EXPENSES INCURRED BY, SAID NON-PROFIT ORGANIZATION IF NECESSARY. SPONSORED BY COMMISSIONER J. W. GIBSON, II.

WHEREAS, by adoption of Item No. 25 on December 22, 2008, a copy of which is attached hereto and incorporated herein by reference, the Shelby County Board of Commissioners approved a resolution authorizing the County to participate with the City of Memphis and/or the State of Tennessee in pursuing litigation targeted at mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices which have resulted in a disproportionably high rate of foreclosures in the ethnic minority neighborhoods of Memphis and Shelby County causing substantial and irreparable damage to these neighborhoods; and

WHEREAS, as required by said resolution, the County Attorney submits the Complaint attached hereto and incorporated herein by reference for approval; and

WHEREAS, upon further legal research and analysis, the Shelby County Attorney advises that it is prudent and in the interest of the public welfare that legal action be swiftly brought against several national mortgage lending institutions; and

WHEREAS, the Shelby County Attorney also advises that it is prudent and in the interest of the public welfare that appropriate outside counsel be engaged on a contingency fee basis and to engage a non-profit organization that provides legal services for the purpose of swiftly initiating this litigation and to vigorously prosecute this action at trial, including interlocutory appeals, if any; and

WHEREAS, the Shelby County Board of Commissioners desires to proceed with all steps necessary to bring about such litigation in conjunction with the City of Memphis and the State of Tennessee, should they desire to join in the litigation, along with appropriate outside counsel and a non-profit organization that provides legal services engaged by the County Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Complaint submitted by the County Attorney, a summary of which is attached hereto and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to engage outside counsel to swiftly initiate litigation and vigorously prosecute an action of any form at trial in any forum, including interlocutory appeals, if any, on a contingency fee basis, against any and all predatory national mortgage lenders that have committed unlawful, irresponsible, unfair, deceptive, and/or discriminatory lending practices that have resulted in disproportionably high rate of foreclosures in the Memphis and Shelby County ethnic minority neighborhoods.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to engage a non-profit organization that provides legal services to assist in the prosecution of such

litigation, to provide in-kind services for the County Attorney's Office in the formulation, initiation and prosecution of such litigation, and to pay a portion the reasonable fees, costs and expenses incurred by said non-profit organization if necessary.

BE IT FURTHER RESOLVED, That the County Attorney's Office be and is hereby directed to continually report back to the County Commission on a routine and regular basis as to any and all progress relative to this litigation.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Item #: 25

Mover: CARPENTER

Prepared by: Brian Kuhn
County Attorney

Seconder: FORD

Approved by: Brian Kuhn
County Attorney

RESOLUTION AUTHORIZING THE COUNTY OF SHELBY TO PARTICIPATE WITH THE CITY OF MEMPHIS AND/OR THE STATE OF TENNESSEE IN PURSUING LITIGATION TARGETED AT MORTGAGE LENDING INSTITUTIONS WHO HAVE PARTICIPATED IN UNLAWFUL, IRRESPONSIBLE, UNFAIR, DECEPTIVE, AND DISCRIMINATORY LENDING PRACTICES WHICH HAVE RESULTED IN DISPROPORTIONABLY HIGH RATE OF FORECLOSURES IN THE ETHNIC MINORITY NEIGHBORHOODS OF MEMPHIS AND SHELBY COUNTY. SPONSORED BY COMMISSIONER J. W. GIBSON, II.

WHEREAS, There exists a disproportionably high rate of foreclosures in Shelby County, inclusive of its larger Memphis ethnic minority communities that were caused substantially by financial institutions unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices; and

WHEREAS, This disproportionably high rate of foreclosures has caused substantial and irreparable damage to these neighborhoods and has caused direct and continuing financial harm to the County of Shelby, inclusive of the City of Memphis and the County of Shelby; and

WHEREAS, This harm to Shelby County, inclusive of the City of Memphis, consists of but is not limited to the loss of tax revenues, the potential effect of loss of credit ratings for the governments, increased costs relevant to vacant houses such as fire, police, code enforcement and demolition issues, and increased cost in social services for displaced families; and

WHEREAS, Other local governments in the United States have filed suit against these predatory lenders such as in Baltimore, Maryland and San Diego, California; and

WHEREAS, In several similar lawsuits settlements were obtained which resulted in substantial damages being paid to the local governments; and

WHEREAS, The cost of pursuing such litigation for the local governments is expected to be the cost of expert witness fees and other expenses in a range of around $250,000.00; and

WHEREAS, The County of Shelby is interested in sharing the aforementioned costs with the City of Memphis up to a maximum amount of $125,000.00; and

WHEREAS, The City of Memphis and the County of Shelby and/or the State of Tennessee would draw from other resources available for the costs of this litigation such as the Memphis Fair Housing Center, In Kind Services of the City and County or the Attorney General's office, contingency fee private attorneys, or Fair Housing Center Grants, etc.; and

WHEREAS, The Attorney General of the State of Tennessee has been requested to join in this litigation; and

WHEREAS, The County desires to proceed with all steps necessary to bring about such litigation in conjunction with the City of Memphis and the State of Tennessee should they desire to join in the litigation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the County Mayor and

County Attorney are hereby authorized to pursue the filing and/or participating in litigation of any form against any and all applicable predatory lenders in the Memphis and Shelby County area that have committed unlawful, irresponsible, unfair, deceptive, and/or discriminatory lending practices that have resulted in disproportionably high rate of foreclosures in the Memphis and Shelby County ethnic minority neighborhoods, and has caused substantial and irreparable damage to these neighborhoods.

BE IT FURTHER RESOLVED, That the complaint should seek a declaratory judgment and injunctive relief of all types including stopping foreclosures, as well as damages to local governments relative to these predatory lending practices in Memphis and Shelby County.

BE IT FURTHER RESOLVED, That the County Attorney's office is required to provide a copy of the complaint to the County Commission for approval prior to filing same.

BE IT FURTHER RESOLVED, That the County is willing to pay up to one-half of the costs and expenses of said litigation up to a maximum amount of $125,000.00 and to participate with in kind services from the County Attorney's office in the formulation and prosecuting of such litigation.

BE IT FURTHER RESOLVED, That the County Attorney's office is authorized to pay for the costs of this litigation out of its outside professional fee line item and that as incurred funds will be transferred to this line item for this purpose by the administration from any and all available sources as approved by the County Commission, if necessary.

BE IT FURTHER RESOLVED, That the County Attorney's office should report back to the County Commission on a routine and regular basis as to any and all progress relative to this litigation.

BOARD OF COUNTY COMMISSIONERS SHELBY CO., TENN. AGRICULTURE COMMERCE

A C Wharton, Jr., County Mayor

Date: 12/26/08

ATTEST:

Clerk of County Commission

ADOPTED: DECEMBER 22, 2008

ITEM LANGUAGE: Resolution approving a complaint against mortgage lending institutions who have participated in unlawful, irresponsible, unfair, deceptive, and discriminatory lending practices as required by a resolution adopted as item no. 25 on December 22, 2008; and authorizing the County Mayor to engage outside counsel on a contingency fee basis, to engage a non-profit organization that provides legal services, and to provide in-kind services to, and pay a portion of the reasonable fees, costs and expenses incurred by, said not-profit organization if necessary. Sponsored by Commissioner J. W. Gibson, II.
ITEM ID: 622

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STEP: Originator
DATE: 3/17/2009
ORIGINATOR: mary.white Phone Number:545-4917
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 3/17/2009
APPROVER: brian.kuhn Phone Number:545-4230
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 3/17/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 3/17/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 3/17/2009
APPROVER: brian.kuhn
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 3/17/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 3/17/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 3/17/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #_____ Prepared by:_____Gloria Kelly_____
Shelby County Land Bank

Commissioner _____ Approved by:_____
County Attorney

RESOLUTION APPROVING THE SALE OF ELEVEN (11) COUNTY OWNED DELINQUENT TAX PARCELS, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NOS. 0005, 0201, 0206, 0303, 0403 AND 0404, TO IDENTIFIED PURCHASERS AT VARIOUS PRICES COLLECTIVELY TOTALING $25,700.000, PURSUANT TO THE SALE PROVISIONS OF T.C.A. §67-5-2507 AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE QUIT CLAIM DEEDS. SPONSORED BY COMMISSIONER MATT KUHN..

WHEREAS, Shelby County has acquired eleven (11) Delinquent Tax Parcels from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0206, 0303, 0403 and 0404, which parcels being more particularly described in the listing thereof, which is attached hereto as Exhibit "A", and incorporated herein by reference**;** and

WHEREAS, Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said Delinquent Tax Parcels to secure purchase offers for each**;** and

WHEREAS, The purchase offers received for said Delinquent Tax Parcels were publicly advertised for increased offers pursuant to T.C.A. §67-5-2507 in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price; and

WHEREAS, It is deemed to be in the best interest of Shelby County to sell said eleven (11) Delinquent Tax Parcels to the identified purchasers for the sale prices as listed in said Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, ELEVENNESSEE, That the sale of the aforementioned Eleven (11) Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0206, 0303, 0403 and 0404**,** to the identified purchasers for the sale prices listed in said Exhibit "A", collectively totaling $25,700.000, be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and is authorized to execute a Quit Claim Deeds conveying the same, along with any other documents necessary for the closing of the Delinquent Tax Parcel sales described herein.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of eleven (11) County owned Delinquent Tax Parcels acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0206, 0303, 0403 and 0404. Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said parcels to secure purchase offers for each. The purchase offers received were publicly advertised for increased offers in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price. Base upon the above, it is hereby recommended by the Administration that the sale of these eleven (11) Delinquent Tax Parcels be approved.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

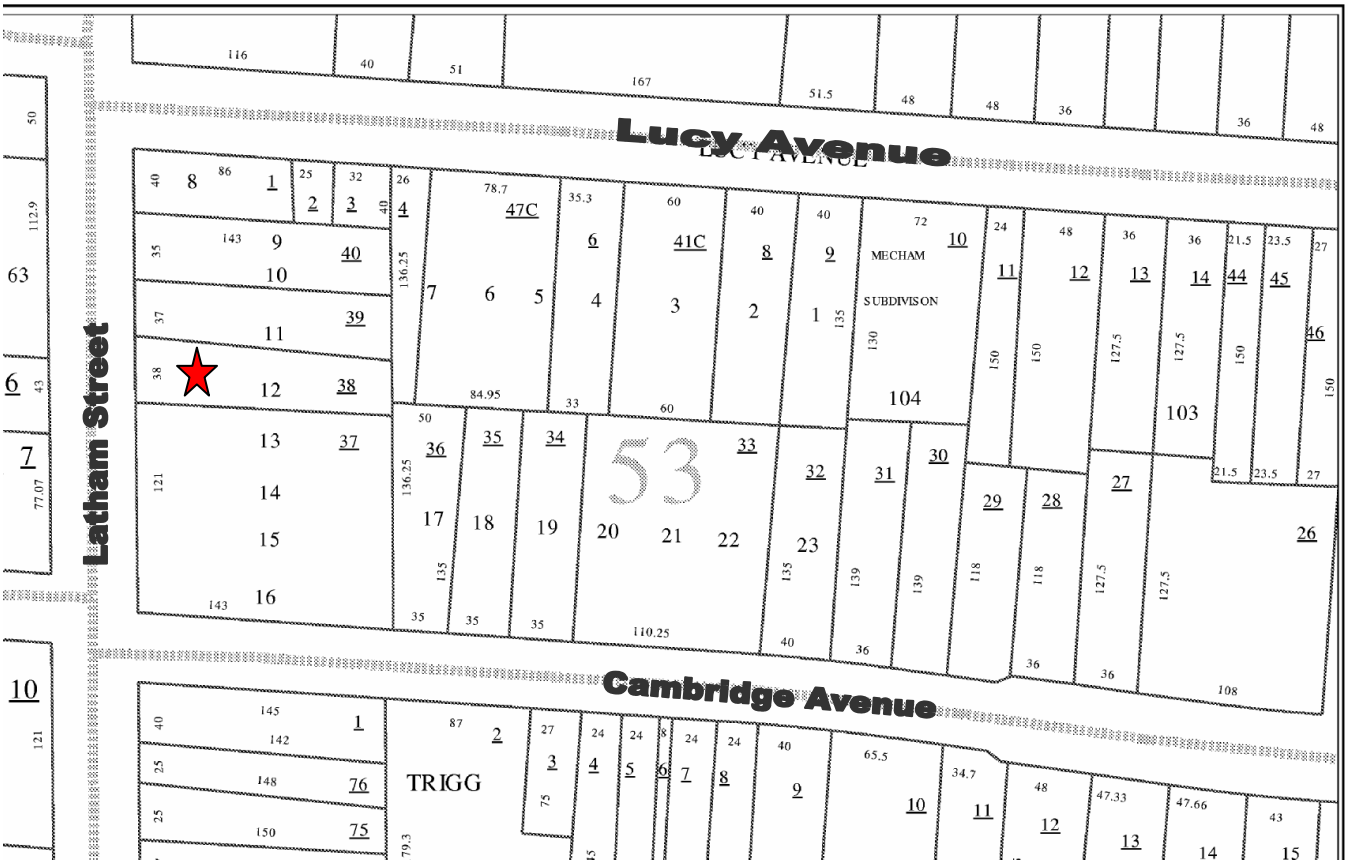
Quit Claim Deeds

IV. Additional Information Relevant to Approval of this Item

EXHIBIT "A"									
Exhibit #	**Tax Sale**	**WBP**	**Address Lot Size**	**Zoning Code**	**Total Taxes And Fees**	**Purchaser**	**Evaluation**	**Sales Price**	**Planned Use**
617	0403	01305300000380	1232 Latham St. 38' x 140'	RS-6	$6,257.26	Elvis Kelly	$1,700.00	$1,700.00 Vacant Lot	Expand Property Size
671	0404	01305800000290	380 Richmond Ave. 60' x 102'	RS-6	$4,168.49	Gennie Ayers	$2,500.00	$2,000.00 Vacant Lot	Expand Property Size
1517	0403	02105100000240	1100 Chelsea Ave. 51' x 110'	C-H	$13,916.57	Trustees Meek & Humble Missionary Church	$2,500.00	$2,500.00 Vacant Lot	Church Property
1322	0404	02105800000030	1307 Smith Ave. 50' x 130'	R-D	$7,895.51	Trustees New Unity Missionary Baptist Church	$2,000.00	$2,000.00 Vacant Lot	Church Property
1667	0303	02108900000190	1262 Jackson Ave. 47' x 100'	C-H	$5,152.20	Memphis Institute of Barbering	$4,000.00	$3,000.00 Vacant Lot	Investment Property
2041	0201	02200800000030	230 Bethel Ave. 42' x 89'	C-H	$8,846.84	TBJ Homes & Improvement, Co.	$1,700.00	$1,200.00 Vacant Lot	Investment Property
2947	0403	02703000000260	887 Griffith 35' x 86'	R-D	$4,748.53	Louis Burke & Mary Burke	$1,700.00	$1,700.00 Vacant Lot	Expand Property Size
11220	0005	03404200000100	1578 Gabay St. 50' x 82'	RES	$5,750.92	Thelma Hayes	$1,800.00	$1,200.00 Vacant Lot	Expand Property Size
6123	0403	04200900000190	1512 Harrison St. 40' x 150'	RS-6	$10,386.59	Trustees New Cornerstone Ministries	$1,800.00 Bid Off	$2,800.00 Vacant Lot	Church Property
7418	0206	04400800000230	3042 McAdoo Ave. 50' x 139'	Comm	$6,200.63	Phcong Hoang Thi To	$6,000.00	$6,000.00 Apt Bldg	Investment Property
10252	0403	06103500000110	2745 Enterprise Ave. 40' x 125'	RS-6	$12,996.94	Trustees New Hope Baptist Church	$1,800.00	$1,600.00 Vacant Lot	Church Property

11 Properties **Total** **$25,700.00**

Ward 13



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Ward 13

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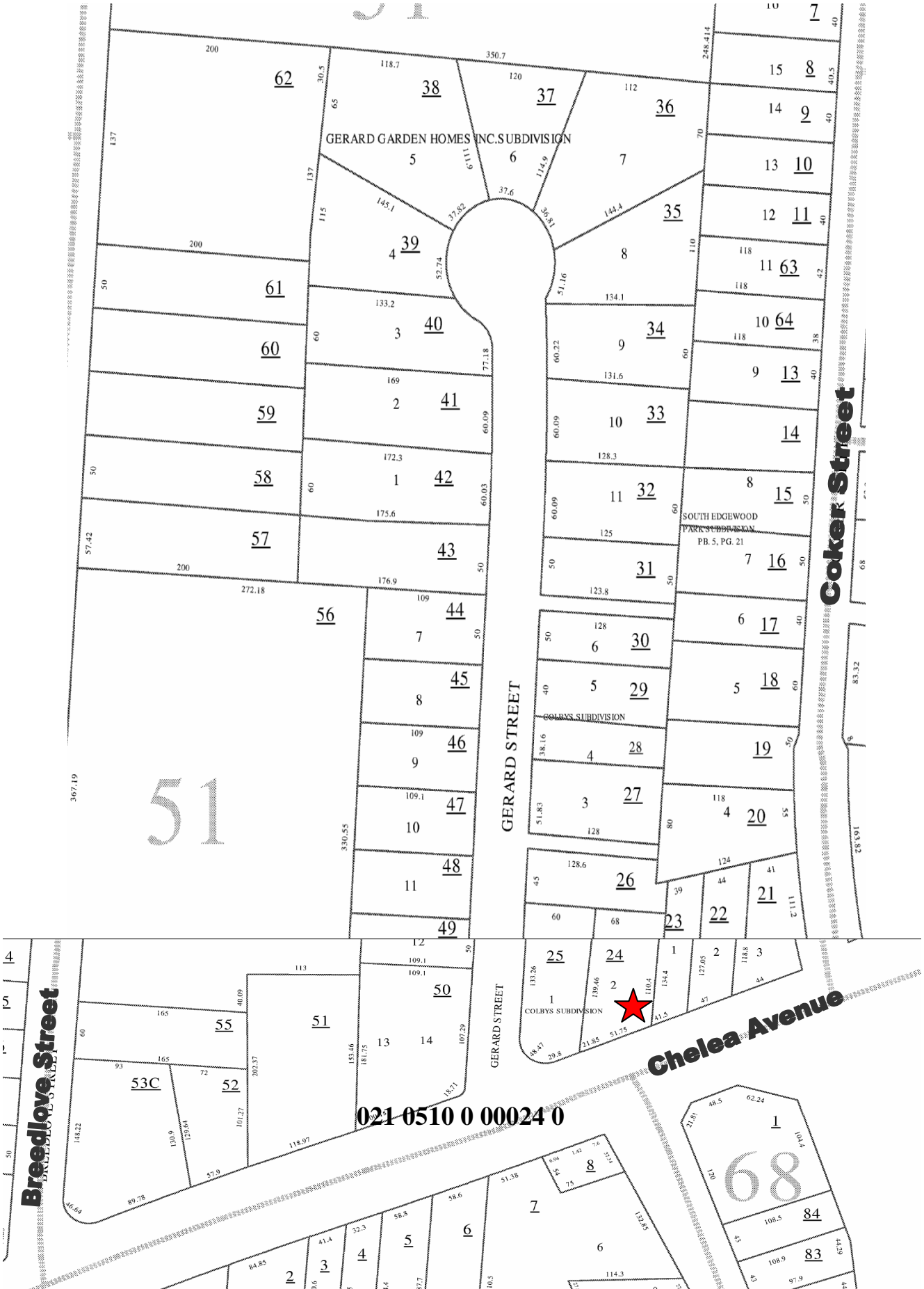
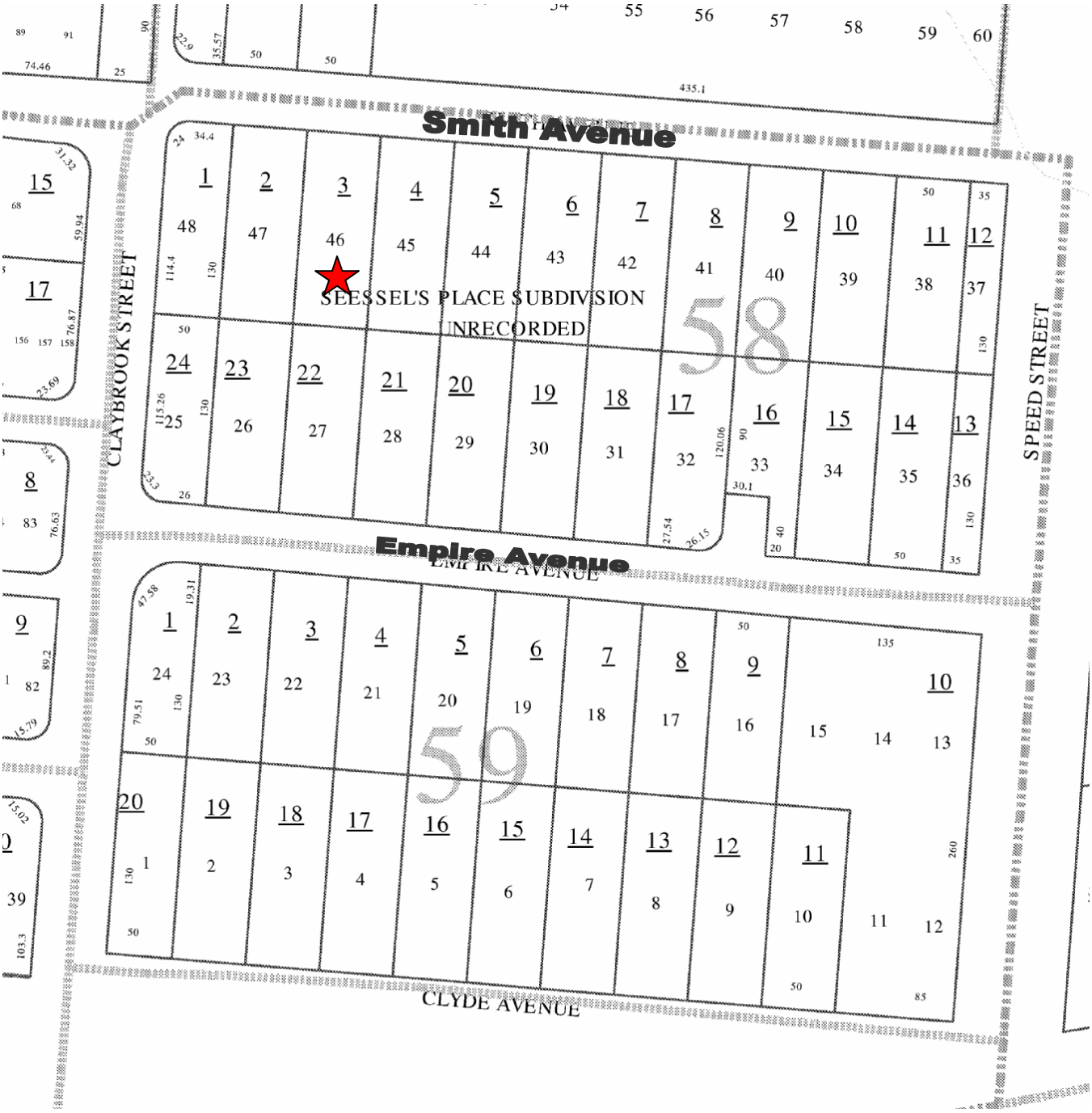
Ward 21


GERARD GARDEN HOMES INC.SUBDIVISION
SOUTH EDGEWOOD PARK SUBDIVISION
PB. 5, PG. 21
COLBYS SUBDIVISION
GERARD STREET
Coker Street
Chelea Avenue
Breedlove Street
021 0510 0 00024 0

Ward 21



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Ward 21

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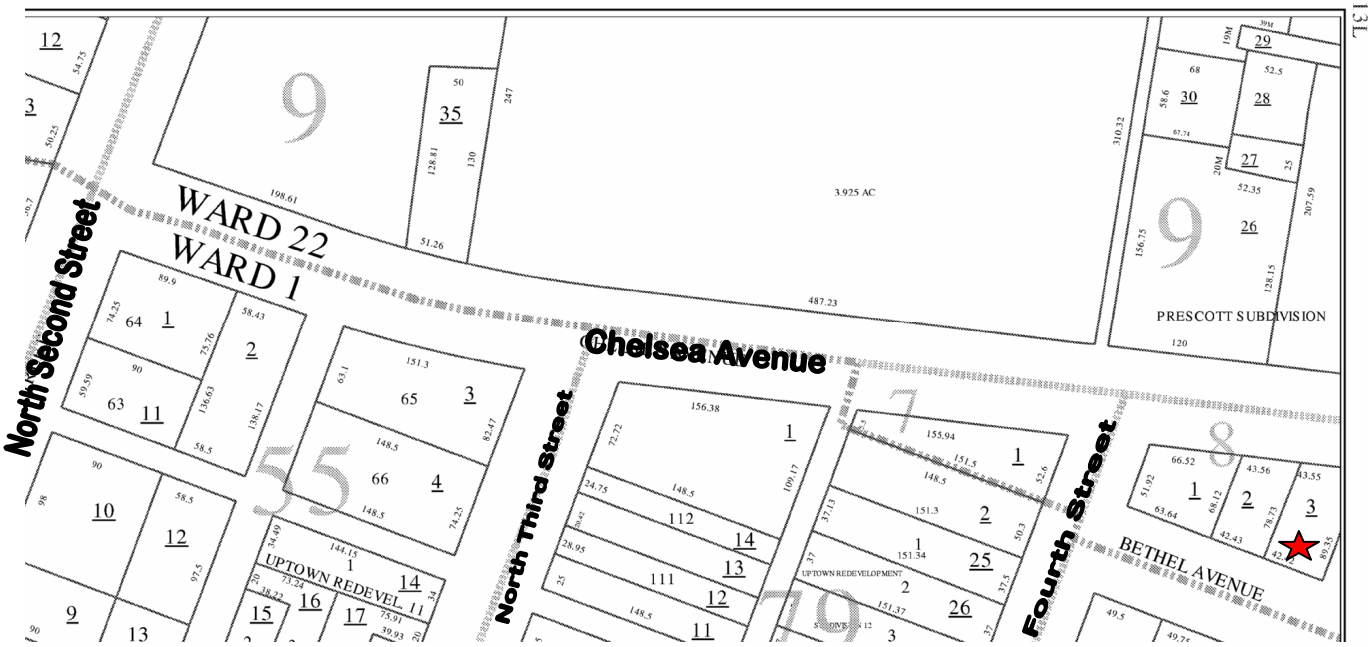
Ward 22



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Ward 27

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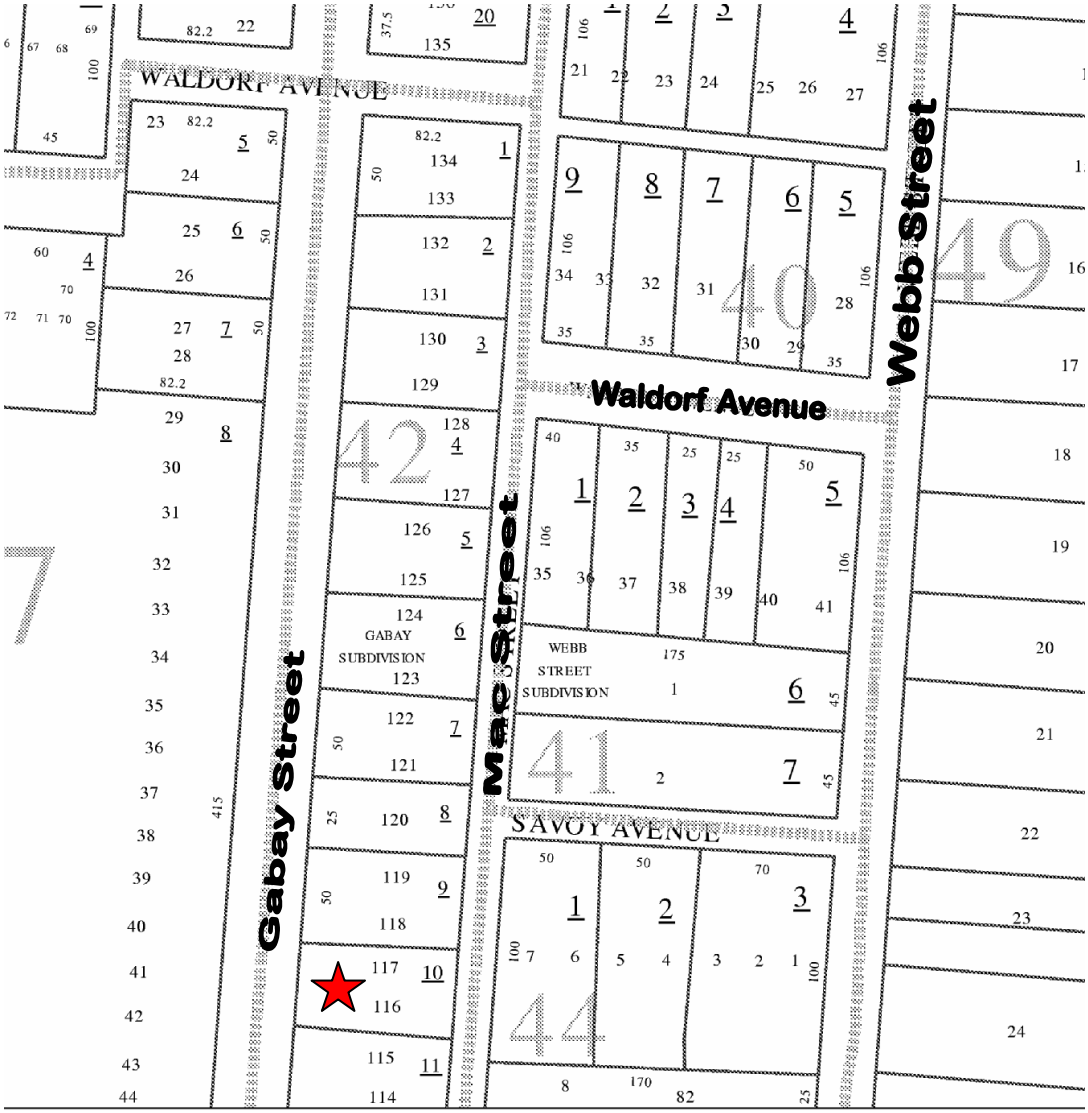
Ward 34



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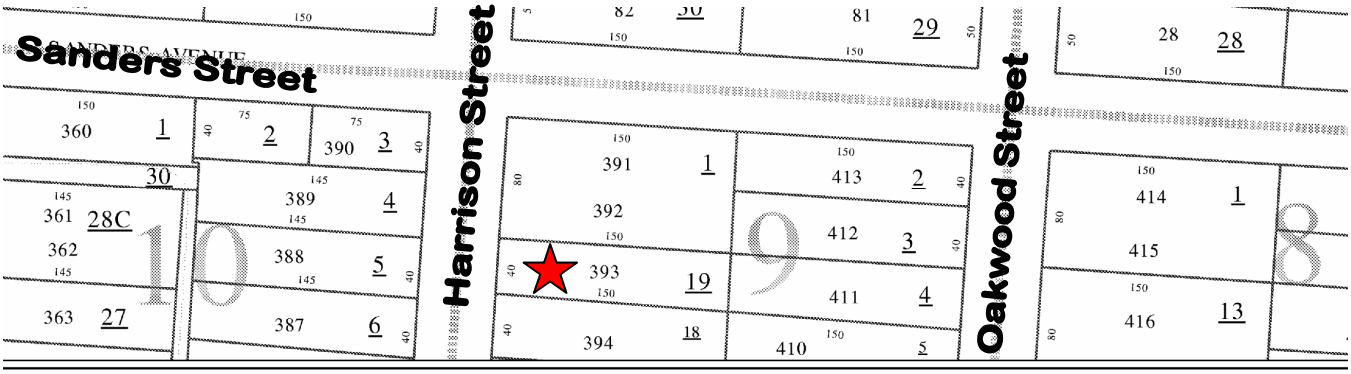
Ward 42



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Ward 44

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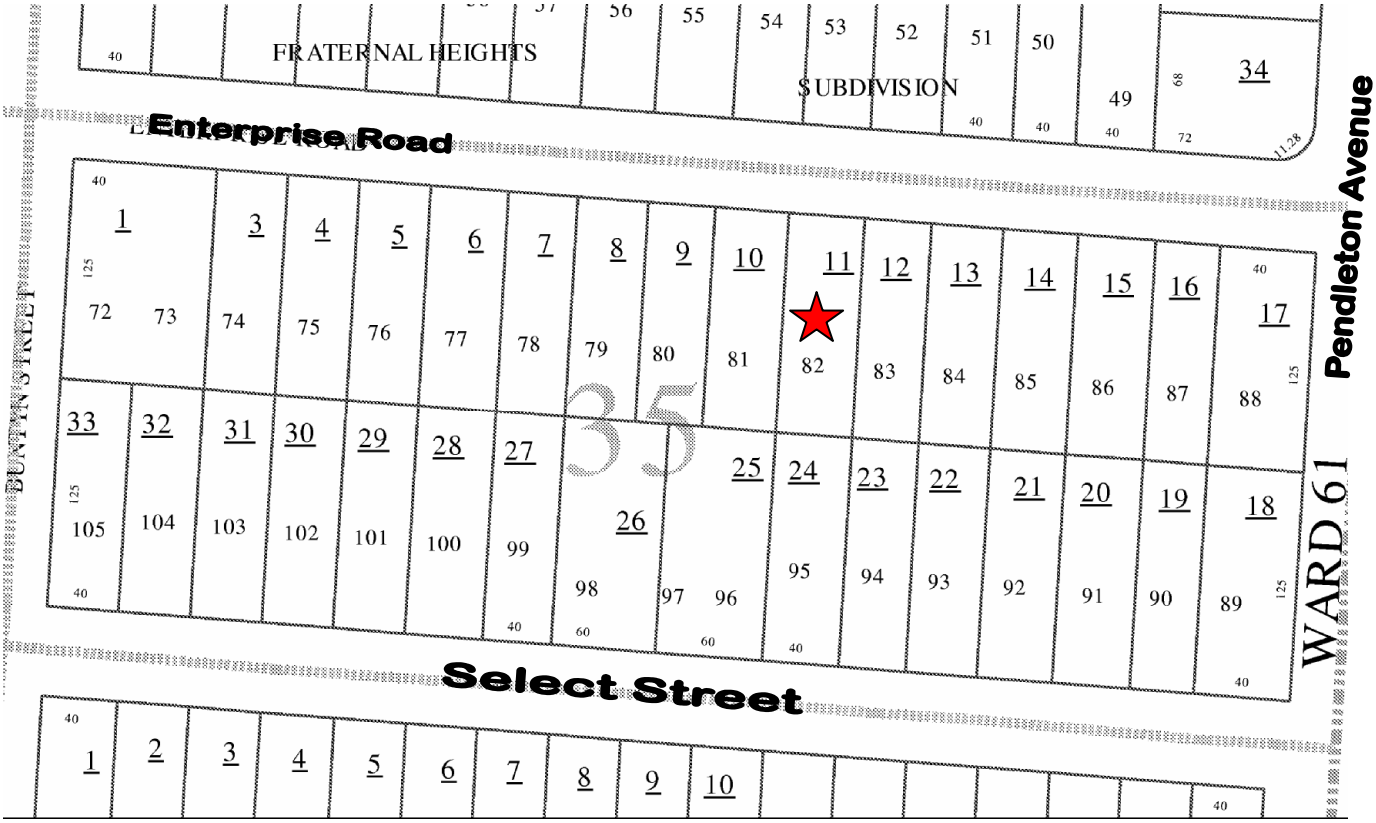
Ward 61



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ITEM LANGUAGE: Resolution approving the sale of eleven (11) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0206, 0303, 0403 and 0404, to identified purchasers at various prices collectively totaling $25,700.000, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Matt Kuhn.
ITEM ID: 643

==========

STEP: Originator
DATE: 4/7/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/7/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 4/15/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Assistant Division Director
DATE: 4/16/2009
APPROVER: melvin.booth
DECISION: Return To Department Head

STEP: Assistant Dept Head
DATE: 4/17/2009
APPROVER: tom.moss
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/20/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/20/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/21/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/21/2009
APPROVER: alicia.lindsey
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/21/2009

APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/21/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #_____ Prepared by:_____Gloria Kelly_____
Shelby County Land Bank

Commissioner _____ Approved by:_____
County Attorney

RESOLUTION APPROVING THE SALE OF ELEVEN (11) COUNTY OWNED DELINQUENT TAX PARCELS, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NOS. 0104, 0206, 0402, AND 0403, TO IDENTIFIED PURCHASERS AT VARIOUS PRICES COLLECTIVELY TOTALING $23,400.000, PURSUANT TO THE SALE PROVISIONS OF T.C.A. §67-5-2507 AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE QUIT CLAIM DEEDS. SPONSORED BY COMMISSIONER MATT KUHN.

WHEREAS, Shelby County has acquired eleven (11) Delinquent Tax Parcels from Shelby County Trustee Tax Sale Nos. 0104, 0206, 0402, and 0403, which parcels being more particularly described in the listing thereof, which is attached hereto as Exhibit "A", and incorporated herein by reference**;** and

WHEREAS, Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said Delinquent Tax Parcels to secure purchase offers for each**;** and

WHEREAS, The purchase offers received for said Delinquent Tax Parcels were publicly advertised for increased offers pursuant to T.C.A. §67-5-2507 in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price; and

WHEREAS, It is deemed to be in the best interest of Shelby County to sell said eleven (11) Delinquent Tax Parcels to the identified purchasers for the sale prices as listed in said Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, ELEVENNESSEE, That the sale of the aforementioned Eleven (11) Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0104, 0206, 0402, and 0403**,** to the identified purchasers for the sale prices listed in said Exhibit "A", collectively totaling $23,400.000, be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and is authorized to execute a Quit Claim Deeds conveying the same, along with any other documents necessary for the closing of the Delinquent Tax Parcel sales described herein.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of eleven (11) County owned Delinquent Tax Parcels acquired from Shelby County Trustee Tax Sale Nos. 0104, 0206, 0402, and 0403. Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said parcels to secure purchase offers for each. The purchase offers received were publicly advertised for increased offers in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price. Base upon the above, it is hereby recommended by the Administration that the sale of these eleven (11) Delinquent Tax Parcels be approved.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

Quit Claim Deeds

IV. Additional Information Relevant to Approval of this Item

EXHIBIT "A"									
Exhibit #	**Tax Sale**	**WBP**	**Address Lot Size**	**Zoning Code**	**Total Taxes And Fees**	**Purchaser**	**Evaluation**	**Sales Price**	**Planned Use**
538	0402	01304500000230	1050 Latham St. 48' x 154'	R-MM	$10,245.49	Marlon Foster	$6,000.00	$5,000.00 House	Investment Property
5410	0104	02908800000140	703 Marianan St. 40' x 125'	R-D	$9,368.09	Jerry G. Woods	$7,000.00	$5,000.00 Duplex	Investment Property
5247	0403	03900800000260	N. Thomas St. 46' x 149'	I-L	$4,690.72	Terry L. Leggett	$2,000.00	$2,000.00 Vacant Lot	Investment Property
5248	0403	03900800000270	N. Thomas St. 46' x 150'	I-L	$4,046.33	Terry L. Leggett	$2,000.00	$2,000.00 Vacant Lot	Investment Property
5315	0402	03904200000110	10 Belz Ct. 34' x 89'	I-L	$4,763.07	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
5316	0402	03904200000120	16 Belz Ct. 34' x 89'	I-L	$4,763.07	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
5317	0402	03904200000130	20 Belz Ct. 35' x 89'	I-L	$3,213.18	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
5318	0402	03904200000180	15 Belz Ct. 34' x 89'	I-L	$4,804.24	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
5319	0402	03904200000190	9 Belz Ct. 34' x 89'	I-L	$4,787.81	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
5320	0402	03904200000200	5 Belz Ct. 34' x 89'	I-L	$3,237.91	Johnny C. Taylor, Sr.	$1,200.00	$900.00 Vacant Lot	Investment Property
13025	0206	07501700000490	3037 Parker St. 69' x 203'	R-D	$6,112.67	Sondra Hardy	$4,000.00	$4,000.00 House	Investment Property

11 Properties **Total** **$23,400.00**

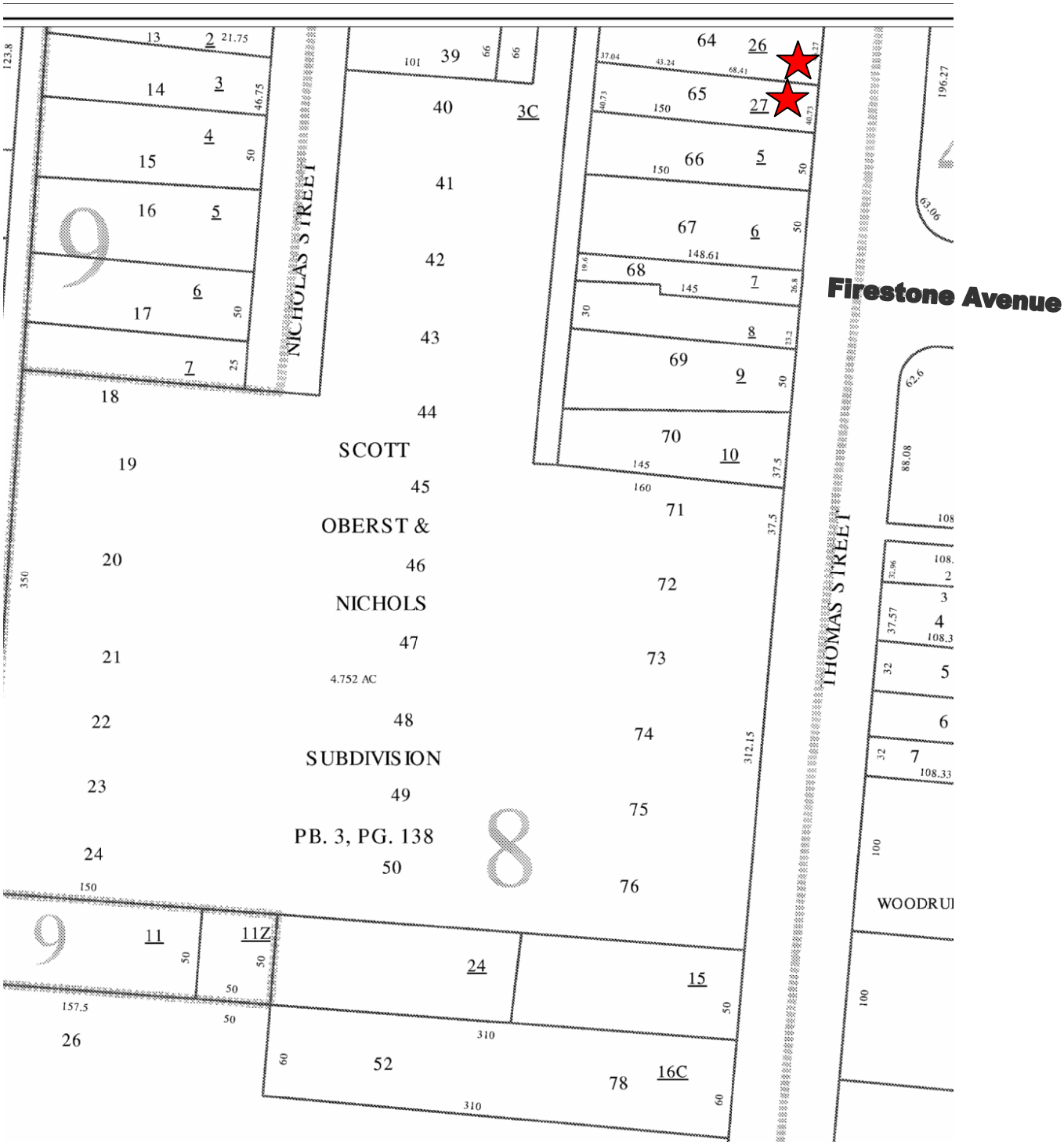
Ward 13

013 0450 0 00023 0

Ward 29

029 0880 0 00014 0

Ward 39



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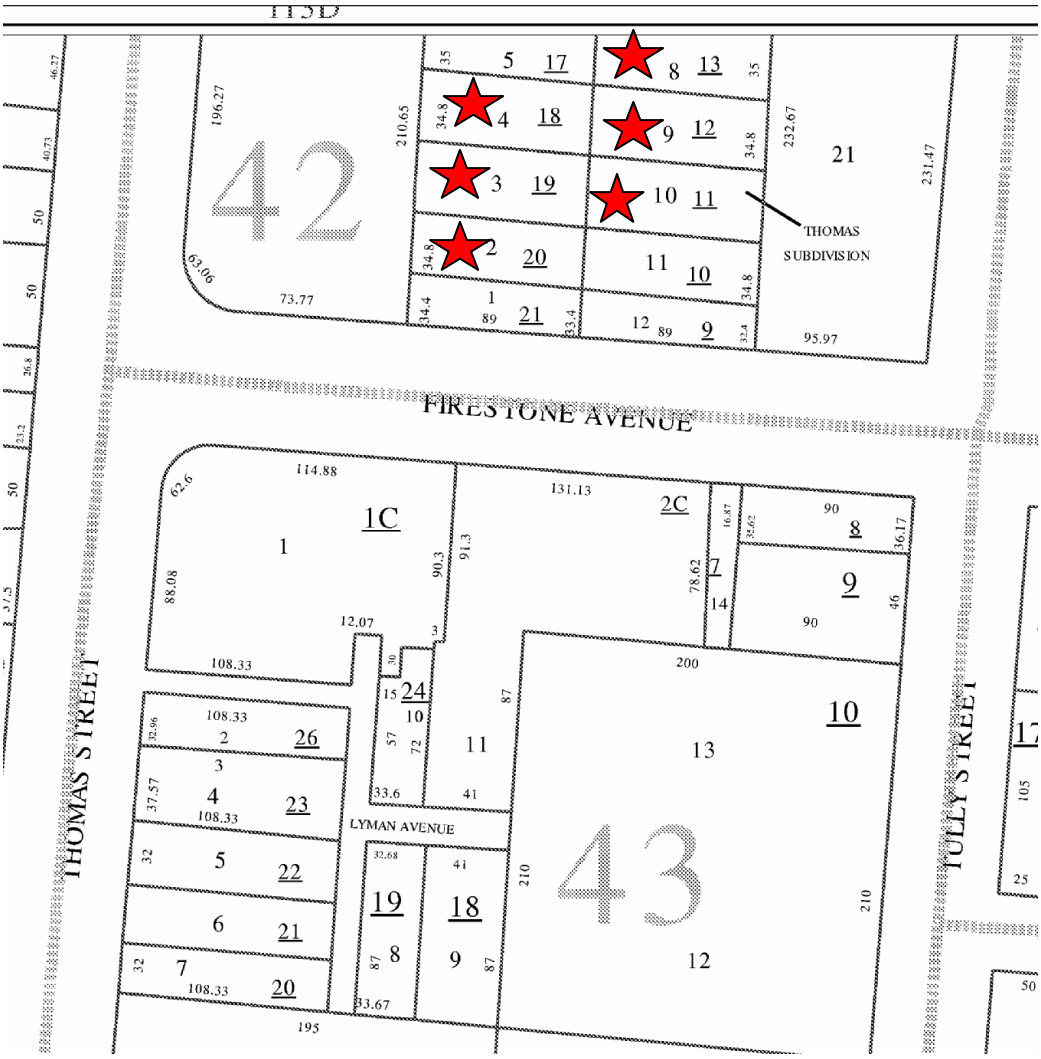
Ward 39



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Ward 75

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ITEM LANGUAGE: Resolution approving the sale of eleven (11) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0104, 0206, 0402, and 0403, to identified purchasers at various prices collectively totaling $23,400.000, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds. Sponsored by Commissioner Matt Kuhn.
ITEM ID: 644

==========

STEP: Originator
DATE: 4/7/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/7/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 4/15/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Assistant Division Director
DATE: 4/16/2009
APPROVER: melvin.booth
DECISION: Return To Department Head

STEP: Department Head
DATE: 4/16/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 4/16/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/16/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/16/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/28/2009
APPROVER:
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/29/2009

APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/29/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #_____ Prepared by:_____Gloria Kelly_____
Shelby County Land Bank

Commissioner _____ Approved by:_____
County Attorney

RESOLUTION APPROVING THE SALE OF SEVEN (7) COUNTY OWNED DELINQUENT TAX PARCELS, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NOS. 0005, 0201, 0303, 0403, and 0404, TO IDENTIFIED PURCHASERS AT VARIOUS PRICES COLLECTIVELY TOTALING $9,900.00, PURSUANT TO THE SALE PROVISIONS OF T.C.A. §67-5-2507 AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE QUIT CLAIM DEEDS. SPONSORED BY COMMISSIONER MATT KUHN.

WHEREAS, Shelby County has acquired seven (7) Delinquent Tax Parcels from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0303, 0403, and 0404, which parcels being more particularly described in the listing thereof, which is attached hereto as Exhibit "A", and incorporated herein by reference**;** and

WHEREAS, Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said Delinquent Tax Parcels to secure purchase offers for each**;** and

WHEREAS, The purchase offers received for said Delinquent Tax Parcels were publicly advertised for increased offers pursuant to T.C.A. §67-5-2507 in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price; and

WHEREAS, It is deemed to be in the best interest of Shelby County to sell said seven (7) Delinquent Tax Parcels to the identified purchasers for the sale prices as listed in said Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the sale of the aforementioned seven (7) Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0303, 0403, and 0404**,** to the identified purchasers for the sale prices listed in said Exhibit "A", collectively totaling $9,900.00, be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and is authorized to execute a Quit Claim Deeds conveying the same, along with any other documents necessary for the closing of the Delinquent Tax Parcel sales described herein.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of seven (7) County owned Delinquent Tax Parcels acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0303, 0403, and 0404. Pursuant to the sale provisions of T.C.A. §67-5-2507, the Shelby County Land Bank Department has taken charge of and marketed said parcels to secure purchase offers for each. The purchase offers received were publicly advertised for increased offers in conjunction with establishing the purchase offers received from the identified purchasers, listed in Exhibit "A", as representing their highest and best sale price. Base upon the above, it is hereby recommended by the Administration that the sale of these six (6) Delinquent Tax Parcels be approved.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

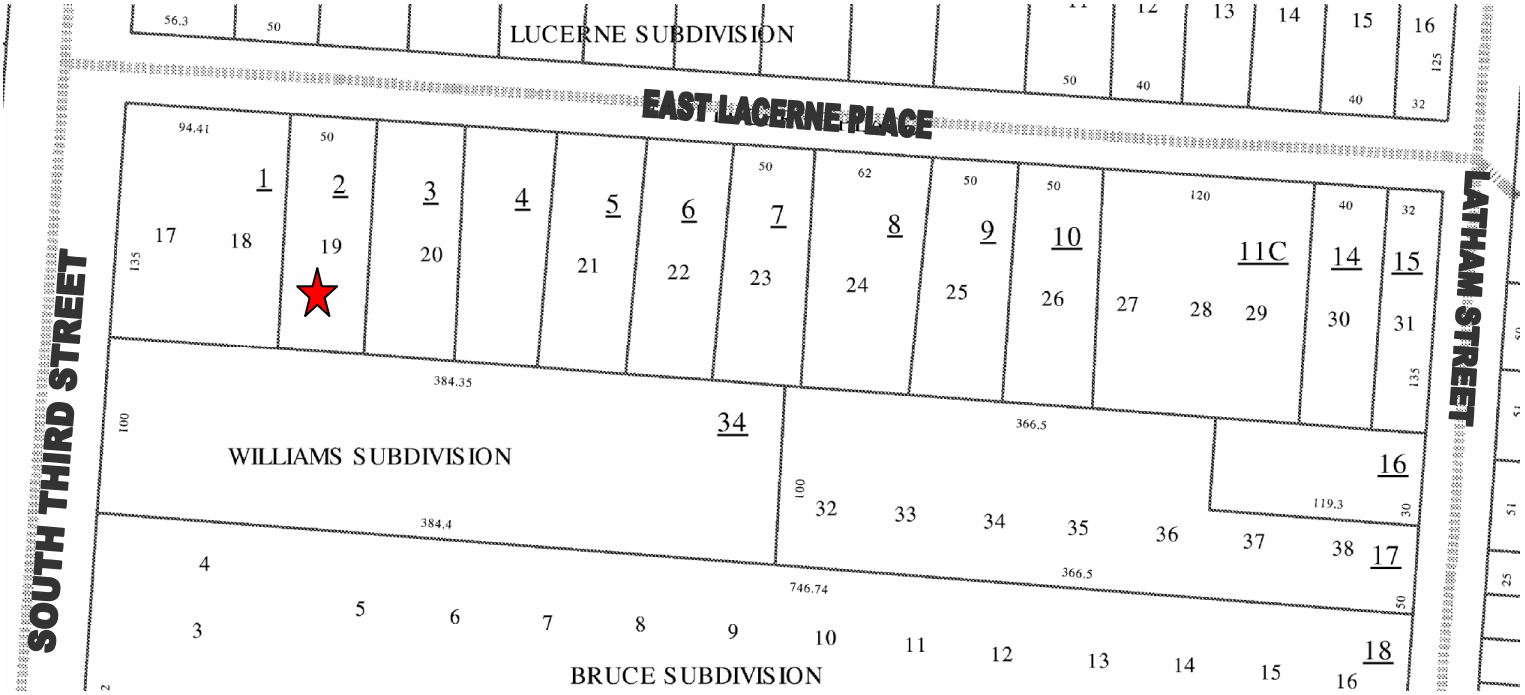
Quit Claim Deeds

IV. Additional Information Relevant to Approval of this Item

EXHIBIT "A"									
Exhibit #	**Tax Sale**	**WBP**	**Address Lot Size**	**Zoning Code**	**Total Taxes And Fees**	**Purchaser**	**Evaluation**	**Sales Price**	**Planned Use**
11130	0005	01303200000020	225 Lucerne Place 50' x 135'	RES	$12,418.81	Trustees Calvary Rescue Mission	$2,500.00	$1,500.00 Vacant Lot	Investment
638	0303	01303200000030	227 Lucerne Place 50' x 135'	R-MM	$3,376.43	Trustees Calvary Rescue Mission	$2,500.00	$1,500.00 Vacant Lot	Investment
608	0201	01303200000150	285 Lucerne Place 32' x 135'	R-MM	$8,911.52	Trustees Calvary Rescue Mission	$1,700.00	$1,200.00 Vacant Lot	Investment
2382	0404	02507500000020	Mississippi Blvd. 37' x 65'	R-ML	$3,913.64	Lorene Jones	$1,000.00	$500.00 Vacant Lot	Expand Property Size
2810	0403	02700500000600	927 Tully St. 30' x 180'	R-D	$1,180.20	Brenda Gordon & Willie Gordon	$1,500.00	$1,500.00 Vacant Lot	Expand Property Size
3732	0404	03110500000080	1967 E. McLemore 44' x 150'	R-D	$10,460.54	Timothy Green	$2,000.00 Bid Off	$2,500.00 Vacant Lot	Expand Property Size
5469	0403	04002300000200	1411 Bellevue St. 31' x 106'	R-D	$4,302.20	Louis Brown, Jr.	$1,500.00	$1,200.00 Vacant Lot	Expand Property Size

7 Properties **Total** **$ 9,900.00**

Ward 13



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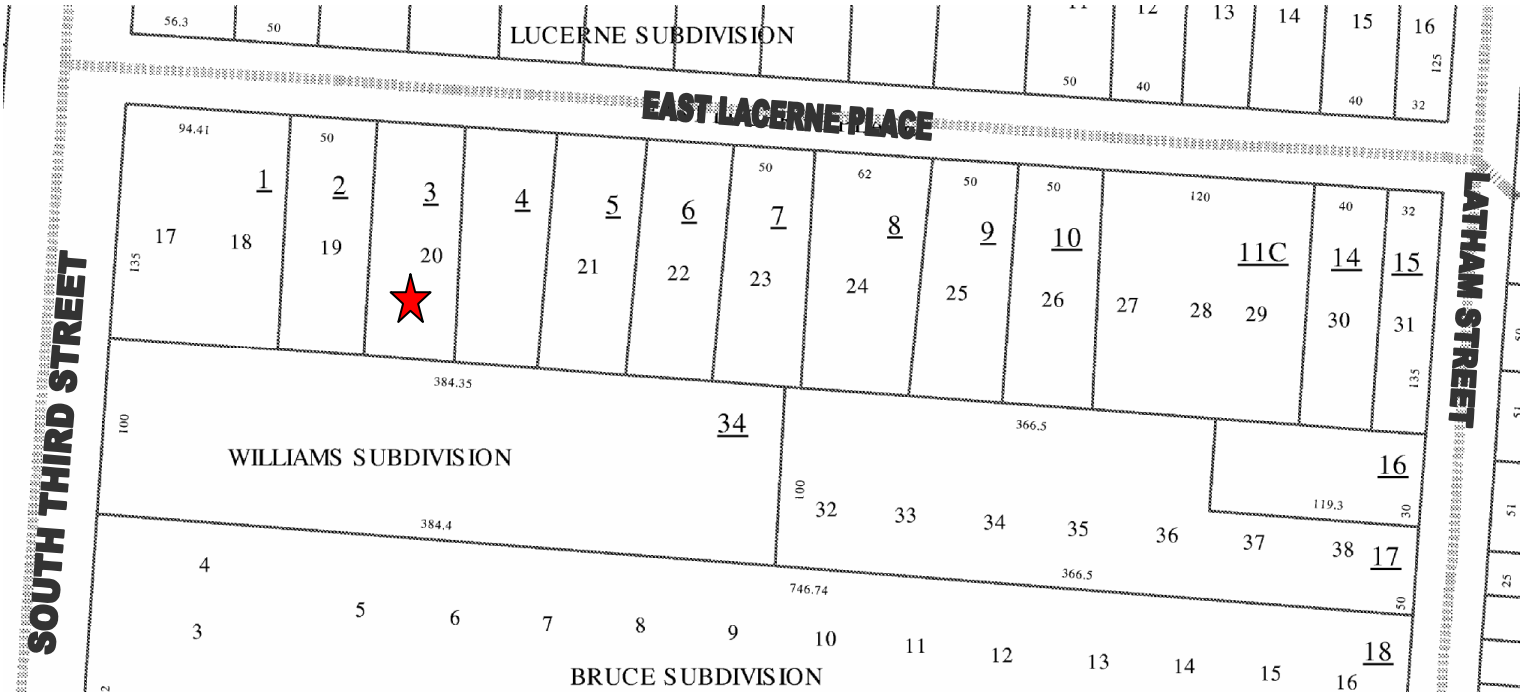
Ward 13



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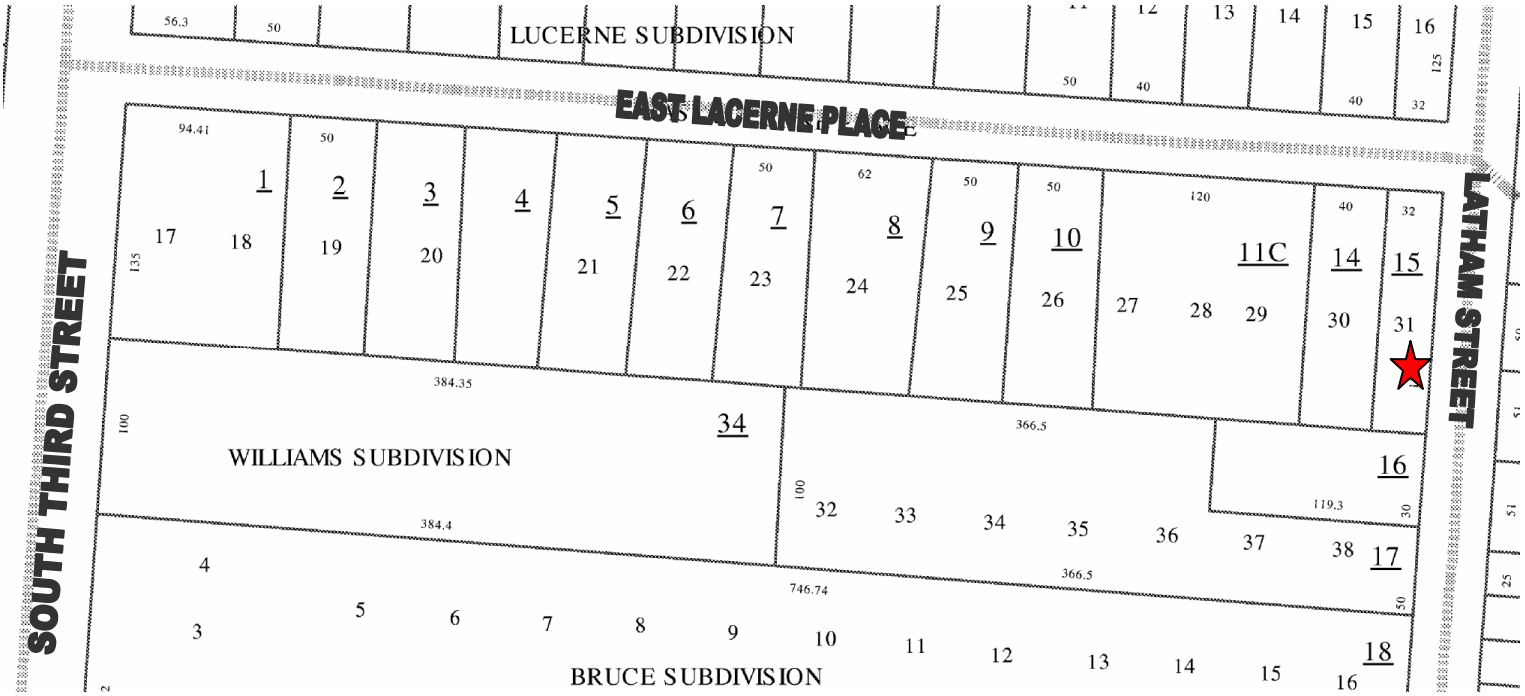
Ward 13



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Ward 25

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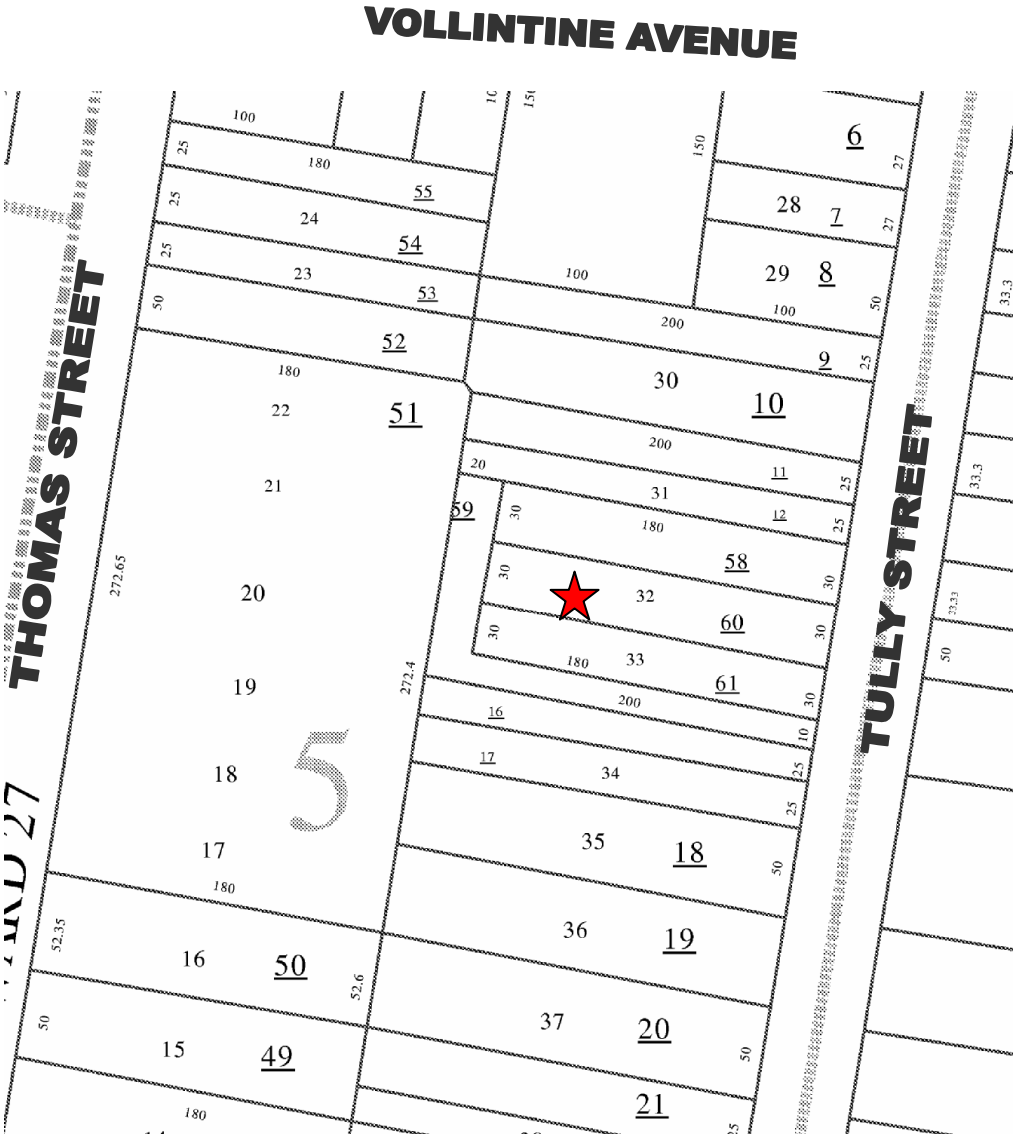
Ward 27



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Ward 31

031 1050 0 00008 0

Ward 40

040 0230 0 00020 0

ITEM LANGUAGE: Resolution approving the sale of seven (7) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0005, 0201, 0303, 0403, and 0404, to identified purchasers at various prices collectively totaling $9,900.00, pursuant to the sale provisions of T.C.A. §67-5-2507 and authorizing the Shelby County Mayor to execute Quit Claim Deeds.
Sponsored By Commissioner Matt Kuhn
ITEM ID: 660

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STEP: Originator
DATE: 4/23/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/23/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 4/24/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 4/24/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 4/27/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 4/28/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/28/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 4/29/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 4/29/2009
APPROVER: jim.huntzicker
DECISION: APPROVED