SHELBY COUNTY BOARD OF COMMISSIONERS

COMMITTEE AGENDAS

Wednesday, May 27, 2009

05/21/2009 5:32 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 27, 2009

8:30 a.m.	Committee # 2 - PUBLIC WORKS
9:15 a.m.	Committee # 10 - GENERAL GOVERNMENT
10:15 a.m.	Committee # 1 - BUDGET AND FINANCE
11:30 a.m.	Committee # 3 - HOSPITALS AND HEALTH
11:35 a.m.	Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS
12:30 p.m.	Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES
12:45 p.m.	Committee # 7 - ECONOMIC DEVELOPMENT AND TOURISM
1:00 p.m.	Committee # 11 - CORE CITY, NEIGHBORHOODS AND HOUSING
1:15 p.m.	Committee # 13 - AUDIT
1:30 p.m.	Committee # 14 - DELINQUENT TAX PROPERTY

8:30 a.m. Committee # 2 - PUBLIC WORKS

1. Resolution approving a Lease Agreement leasing Fire Station #65, located at 2870 Rockcreek Parkway, in the County of Shelby, to the City of Memphis, acting through the City's Fire Services Division to provide fire services and assistance in firefighting for residents annexed into the City of Memphis and authorizing the Shelby County Mayor to execute the Agreement. Sponsored by Commissioner Wyatt Bunker

2. A resolution to grant a Permanent Sanitary Sewer Easement, 10,094.36 square feet, (0.2317 acres) together with a Temporary Construction Easement, 3,243.14 square feet, across county owned real property located at 8340 Ellis Road, known as the Shelby County Cemetery, to the City of Bartlett, for nominal consideration, for its installation of permanent sanitary sewer improvements. Sponsored by Commissioner Wyatt Bunker.

3. Resolution approving the lease of 20.14 acres of unimproved Benjestown Road right-of-way to D. Curtis Wegener to use in conjunction with his operation of a hunting club and authorizing the Shelby County Mayor to execute the Lease Agreement. Sponsored by Commissioner Wyatt Bunker.

4. Resolution approving expenditure of funds in the amount not to exceed $200,000.00 for Americans with Disabilities Act (ADA) upgrades in various Shelby County Government facilities; and this item requires expenditure of County CIP Funds in the amount of $200,000.00 from the FY 2008-2009 Budget for CIP Number 101710, Office Buildings. Sponsored by Commissioner Wyatt Bunker.

5. Resolution to amend the FY2009 operating budget for the Memphis and Shelby County Port Commission to recognize and expend deferred revenue from FY2008. Sponsored by Commissioner Wyatt Bunker

6. 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 $2,130,690.00 and this item requires the expenditure of state gas tax funds in the amount of $1,130,690.00, and expenditure of General Funds in an amount of up to $1,000,000.00. Sponsored by Commissioner Wyatt Bunker.

7. DISCUSSION - Marina Cove demolition.

9:15 a.m. Committee # 10 - GENERAL GOVERNMENT

1. Resolution approving the County Mayor's nomination of Claud O. McCrory, III and Chet A. Kibble, Sr. for reappointment to the Memphis and Shelby County Electrical Code Board. Sponsored by Commissioner Joe Ford.

2. ORDINANCE - FIRST READING - An ordinance to amend the Shelby County Code of Ordinances, Chapter 12, so as to establish non-discrimination provisions regarding sexual orientation or gender identity or expression. Sponsored by Commissioner Steve Mulroy. (DEFERRED FROM 5/6/09)

3. ORDINANCE - THIRD 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.

4. 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. (DEFERRED FROM 5/11/09)

5. Resolution recognizing the effect of sub prime lending and other economic factors causing many home foreclosures in Shelby County; recognizing the County Assessor's recent reappraisal process following the appraisal guidelines promulgated and enforced by the Tennessee Department of Property Assessment; and encouraging the Board of Equalization to consider the effect of home foreclosures, bank real estate owned (REO) sales and deeds in-lieu-of foreclosure in their consideration and decisions concerning appeals of the Assessor's reappraisals by Shelby County homeowners. Sponsored by Commissioner Mike Ritz.

6. Resolution amending the contract with Corvel Corporation for medical bill review services to add check writing and Medicare agent set aside services and increase the contract from $200,000 to $275,000 per year and this resolution will require the additional expenditure of $75,000 of On-The-Job-Injury funds. Sponsored by Commissioner Joe Ford.

10:15 a.m. Committee # 1 - BUDGET AND FINANCE

1. DISCUSSION - Appeal by Juvenile Court Clerk for Position Oversight Committee's decision regarding two vacant positions.

2. Resolution approving expenditure of funds in the amount of $454,599.51 to U.S. Ink and Toner, Inc. to purchase toner cartridges for printers and fax machines for the various departments of Shelby County Government. This item requires expenditure of County General Funds in the amount of $454,599.51. Sponsored by Chairman Deidre Malone.

3. Resolution to request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act. Sponsored by Chairman Deidre Malone.

4. Resolution establishing amended accounting policies and classifications in accordance with generally accepted accounting principles. Sponsored by Commissioner J. W. Gibson.

5. An initial resolution authorizing the execution and delivery of a second supplement to the amended and restated interlocal agreement dated May 15, 2002 as supplemented August 10, 2004 to effect the re-financing of the Memphis Arena project to be refinanced by the Memphis and Shelby County Sports Authority, Inc., relating to the issuance of not exceeding in aggregate principal amount $160,000,000 of revenue refunding bonds of the Authority in two or more series pursuant to the provisions of Chapter 67, Title 7 and Parts 3 and 10 of Chapter 21 of Title 9 of the Tennessee Code Annotated to refinance a portion of the cost of the acquisition, construction and equipping of the Memphis Arena project; and providing an effective date. Sponsored by Commissioner J. W. Gibson.

6. Resolution approving the Shelby County Capital Improvement Program for Fiscal Year 2010 and the corresponding five year Capital Improvement Program for Fiscal Years 2010-2014 and appropriating an $833,277.00 transfer to the Debt Service Fund and $2,000,000 for Bond Issuance and Interest Cost.
Sponsored by Commissioner J. W. Gibson, II

7. 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, and 5/11/09)

8. Resolution approving Shelby County Government's operating budget for fiscal year 2010. Sponsored by Commissioner J. W. Gibson.

11:30 a.m. Committee # 3 - HOSPITALS & HEALTH

1. A resolution approving a renewal of Lease Agreement in the amount of $179,820.00 with Nussbaum Properties, LLC for three years, commencing on July 1, 2009 through June 30, 2012 for office and clinic space at 757 Galloway, Memphis, TN 38105 for the operation of a public health WIC Immunization Clinic and Commodity Supplemental Food Warehouse, and appropriation of said funds. This item requires the expenditure of County General Funds in the amount of $107,892.00 and of State Grant funds in the amount of $71,928.00. Resolution sponsored by Commissioner Joyce Avery.

11:35 a.m. Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS

1. ORDINANCE - THIRD 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.

2. A resolution approving the renewal of services for automotive body repairs of fleet vehicles in the amount of $130,000.00 for the Shelby County Sheriff's Office originally awarded by Sealed Bid #I001385 and appropriation of said funds. This item requires the expenditure of General Funds in the amount of $130,000.00. Sponsored by Commissioner Sidney Chism.

12:30 p.m. Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES

1. ORDINANCE - SECOND READING - A joint ordinance by the Council of the City of Memphis and the Shelby County Board of Commissioners amending the sign provisions of 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. Resolution directing Office of Planning and Development to study alternative methods other than the Federal Census to amend Resolution No. 31 adopted on January 24, 2000, Resolution No. 32 adopted on March 13, 2000, Resolution No. 1 adopted on April 25, 2002, and Resolution No. 1 adopted on March 24, 2004 establishing Redistricting Plan for the Shelby County Board of Education pursuant to the provisions of Tennessee Code Annotated Section 49-2-201 in order to adopt a plan consisting of seven members and seven districts of substantially equal population comprising the areas of Shelby County outside the City of Memphis. Sponsored by Commissioner Mike Ritz.

12:45 p.m. Committee # 7 - ECONOMIC DEVELOPMENT & TOURISM

1. 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 5/6/09)

2. Resolution to approve an agreement to recoup the cost of providing improvements, facilities and service to National Church Residences of Memphis (Newberry Heights), a Tennessee not-for-profit corporation, as required by applicable tax exemption statute, Tenn. Code Ann. 67-5-207, et.seq., at an amount of $5 per unit per month. Sponsored by Commissioner James Harvey.

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

1. DISCUSSION - Used tires being dumped on county, city, and private property.

1:15 p.m. Committee # 13 - AUDIT

1. DISCUSSION - Probate Court Clerk comments from management letter to FY 2008 audit.

1:30 p.m. Committee # 14 - DELIQUENT TAX PROPERTY

1. Resolution approving the sale of six (6) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0201, 0403, and 0404, to identified purchasers at various prices collectively totaling $12,500.00, 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.

2. Resolution approving the sale of sixteen (16) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 82.1, 92.1, 92.2a, 97.1.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 0403, and 0404 to identified purchasers at various prices collectively totaling $70,700.00, 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.

3. Resolution approving the conveyance of one (1) county owned Delinquent Tax Parcel, acquired from Shelby County Trustee Tax Sale No. 0305, to Lemoyne-Owen College Community Development Corporation, a Tennessee Not-for Profit Corporation, for nominal consideration, pursuant to T.C.A. §67-5-2509(d)(2) and authorizing the Shelby County Mayor to execute a Quit Claim Deed. Sponsored by Commissioner Matt Kuhn.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between the Shelby County, Tennessee, a political subdivision of the State of Tennessee ("County") and the City of Memphis, Tennessee, a Municipal Corporation of the State of Tennessee ("City") by and through its Fire Services Division.

RECITALS:

WHEREAS, County of Shelby, owns 0.919 acres of property with improvements that include Fire Station #65 located at 2870 Rockcreek Parkway on the east side of Rockcreek Parkway, south of Stage Road also identified as parcel 096-100-00097 (Leased Premises) Exhibit "A".

WHEREAS, The City will operate Fire Station #65 through its Fire Services Division for the purpose of providing for fire protection services and assistance in firefighting in the areas described herein; and

WHEREAS, The County is agreeable to lease to the City said Fire Station #65 for the purpose of providing for fire protection services and assistance in firefighting, under the terms, covenants, conditions and provisions herein set forth.

NOW, THEREFORE, for and in consideration of the above stated purpose, 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. Description of the Property. That 0.919 acres of County owned real property and an improvement which comprises the leased premises subject to this Lease Agreement is more particularly described by metes and bounds in **Exhibit "B"** attached hereto and incorporated herein by reference.

2. **Permitted Use.** The City by and through its Fire Services Division shall use the leased premises for the purpose of providing for fire protection services and assistance in firefighting. The foregoing use is hereinafter referred to as the "Permitted Use". **County** may terminate this Lease on thirty (30) days written notice if the leased premises are used for some use other than the Permitted Use. The leased premises shall not be used for any purpose in violation of any federal, state or municipal statue or ordinance, or any regulation, order or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now exist or may hereafter provide, concerning the use and/or safety of the leased premises.

CITY covenants and agrees to use and occupy the leased premises in a careful, safe and proper manner; not to commit or permit to be committed any waste on the leased premises whatsoever; not to create or allow any nuisance to exist on the leased premises, and to abate any nuisance that may arise promptly and free of expense to **COUNTY**.

3. **Term.** **COUNTY** does hereby lease unto **CITY** the leased premises for an initial term of ten (10) years commencing from the date of the Lease upon the mutual written consent of all parties to the Agreement. This Lease Agreement between **COUNTY** and **CITY** shall hereby terminate June 30, 2016.

4. **Rental.** **COUNTY** agrees to lease Fire Station #65 to the **CITY** with no lease fees or charges.

5. **Consideration.** All charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to or in connection with the leased premises which are required to be paid by **CITY**. **CITY** agrees that **COUNTY** is not, nor shall it be required, to furnish the **CITY** or any other occupant, any gas, water, sewer, electricity, light, heat, power, or any other facilities, equipment, labor, materials, or services of any kind. **COUNTY** will extend any rights it may have to **CITY**, and will cooperate with **CITY**, at **CITY'S** expense, in connection with obtaining the use of any such utilities and other facilities and services.

6. **Renewal Terms.** **CITY** shall have the option to renew this Lease for one (1) successive term of ten (10) years each upon written mutual agreement of all parties to this Agreement, subject to the following terms and conditions:

(a) **CITY** shall give to **COUNTY** and **COUNTY** shall receive a written notice of the exercise of the option to renew the Lease for the additional term, time being of the essence. The written notice of the option to renew the Lease shall be received by **COUNTY** not less than 120 days and not greater than 180 days prior to the date the (respective) renewal term shall commence, if exercised. If the notification of the exercise of the (respective) renewal term is not so given and received, the option to renew shall automatically expire, however upon acceptance of a lease payment during any Renewal Term the Lease shall not be cancelable for improper or nonconforming notification.

(b) There shall be no default existing or continuing in the performance of any of the terms of the Lease either at the time written notification to renew is received by **COUNTY** or on the date the (respective) renewal term is to commence.

7. **Improvements.** All improvements to the leased premises shall be made at **CITY'S** sole expense. All improvements, including, but not limited to, grading, paving, utility infrastructure, buildings and fixtures paid for in whole or in part by **CITY** during the term of this Lease, shall become the property of **COUNTY** upon the expiration of this Lease.

8. **Land Use Permitting.** **CITY**, at its own expense, shall apply for and secure any and all zoning changes and/or land use permits required to develop and utilize the leased premises for the Permitted Use.

9. **Default and Termination.** **COUNTY** may terminate this Lease Agreement if **CITY** fails to perform any other obligation created by this Lease Agreement and fails or refuses for sixty (60) days after notice of default has been given to **CITY** to take all steps necessary to cure and rectify such default to the reasonable satisfaction of **COUNTY**; provided, however, that to the extent a default is not reasonably susceptible of being cured within such sixty (60) day period, such cure period shall be extended for as long as necessary to complete such cure, but not to exceed an additional one hundred twenty (120) days for a total cure period of one hundred eighty (180) days, so long as **CITY** has commenced to cure during such sixty (60) day period and is diligently pursuing such cure to completion.

COUNTY shall have the option of terminating this Lease Agreement immediately upon written notice to **CITY** due to (i) the insolvency of **CITY** or the execution of an assignment for the benefit of creditors, (ii) the filing by **CITY** for reorganization under any law relating to bankruptcy or insolvency, which is not dismissed within sixty (60) days from the date of filing, (iii) the appointment of a receiver or trustee to take possession of substantially all of **CITY'S** assets located upon the leased premises, (iv) any representation or warranty of **CITY** contained in this Lease Agreement shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made, or (v) the cessation of operational activities by **CITY**, including but not limited to, vacating or abandoning the leased premises for a period of ten (10) consecutive days or more. Any and all other notices of default except as provided herein are waived by **CITY**.

10. **Site Inspections.** **COUNTY** shall have the right, through its authorized employees or agents, to inspect the leased premises from time to time to determine if it is being utilized and maintained in accordance with this Lease Agreement. Upon reasonable notice to **CITY**, **COUNTY** will be allowed ready entry and access to all improvements, premises and areas of the leased premises in order to conduct such inspections. The cost of any such inspections shall be **COUNTY'S**.

11. **Delivery at End of Lease.** **CITY** agrees to deliver up said premises to **COUNTY** at the expiration of this lease in a condition equal to or better than that which exists at the commencement of this lease.

12. **Insurance.** **CITY** will maintain the following minimum insurance coverage and furnish written evidence of such insurance to **COUNTY**:

(a) Commercial General Liability coverage for operation of the Premises in accordance with the use clause Section 2, with limits of a minimum of $1,000,000 single limit per occurrence/$2,000,000 annual aggregate premises/operations coverage; $2,000,000 Products/Completed Operations Aggregate; $2,000,000 Personal and Advertising Injury; $100,000 Fire Damage (any one fire); $5,000 per person medical payments. Coverage is to be included for

invitees and visitors. Shelby County, its elected officials, appointees, agents and employees will be included as additional insured.

(b) Business Automobile Liability - minimum limit of $1,000,000 for any one accident or loss on all owned, hired and non-owned autos.

(c) Worker's Compensation and Employers Liability Coverage as required by Tennessee statutes.

(d) Excess or Umbrella Liability in a limit of no less than $2,000,000 each occurrence/$2,000,000 aggregate.

(e) **CITY** will maintain all risk property insurance on any buildings, improvements and fixtures within the leased premises for their full replacement value. **CITY** will maintain all risk property insurance on its business personal property and improvements and betterments thereto. **CITY** will be responsible for paying its deductible, if applicable.

CITY will require all permitted sub-City's, contractors (construction or otherwise) or vendors it engages, to carry and maintain during the term of their said engagement the insurance specified in subparagraphs A, B and D above, and where relevant the insurance coverage specified in subparagraph C above. The policies shall provide for a thirty (30) day notice of cancellation to **COUNTY** and replacement policies shall be delivered at least thirty (30) days prior to the expiration of current policies.

13. **Indemnity.** **CITY** shall be in exclusive control and possession of the leased premises. **COUNTY** shall not be liable for any loss, injury, death, or damage whatsoever to any persons or property that at any time may be suffered or sustained by **CITY** or by any person whosoever may at any time be using or occupying or visiting the leased premises or be in, on, or about the leased premises. **CITY** shall to the extent permitted by law indemnify, hold harmless and defend **COUNTY**, its agents, employees and elected officials (with counsel approved by and acceptable to **COUNTY**) against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. **CITY** waives all claims against **COUNTY** for all such loss, injury, death and damage. **CITY** shall indemnify, hold harmless and defend **COUNTY** for clean-up of hazardous waste or damages or injury of property not caused by **COUNTY**. **CITY** waives all claims against **COUNTY** for damages to improvements that are now on or hereafter placed or built on the leased premises or about the leased premises and to the property of **CITY** in, on, or about the premises, for injuries to persons or property in or about the leased premises, from any cause arising at any time. The provisions in this Lease permitting **COUNTY** to enter and inspect the Leased Premises shall not in any way limit, reduce or restrict **CITY'S** obligations under this Section.

COUNTY shall have no obligation for the payment of any judgments or the settlement of any claims against **CITY** or its subcontractors, agents or employees as a result of or relating to **CITY'S** obligations under this Agreement.

CITY shall immediately notify **COUNTY**, c/o Shelby County Finance, Suite 1150, 160 N. Main Street, Memphis, Tennessee 38103 and Contracts Administration, Shelby County Government, 160

North Main, Suite 550, Memphis, TN 38103, of any written claim or suit made or filed against **CITY** or its subcontractors, agents or employees regarding any matter resulting from or relating to **CITY'S** obligations under this Agreement, and will cooperate, assist, and consult with **COUNTY** in the defense or investigation of any written claim, suit or action made or filed against **COUNTY** as a result of or relating to **CITY'S** performance under this Agreement.

14. <u>Hazardous Substances.</u>

(a) The term "*Hazardous Substances,"* as used in this Lease, shall mean any regulated, hazardous or toxic substances, products, materials or wastes, including, but not limited to, (i) those substances, products, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR § 302.4) and amendments thereto, (ii) any substance, product, material or waste designated as a "Hazardous Substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), or any amendments thereto, (iii) any substance, product, material or waste designated as a "Hazardous Waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), or any amendment thereto (iv) any substance, product, material or waste defined as a "Hazardous Substance" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq.), or any amendment thereto,, (v) any oil or oil product as defined by the Oil Pollution Act of 1990 (33 U.S.C. § 2701, et seq.), or any amendment thereto, (vi) any substance, product, material or waste defined as a "gas," a "liquefied natural gas," or a "hazardous liquid" (including petroleum or a petroleum product) pursuant to the Pipeline Safety Act (49 U.S.C. § 60101, et seq.), and (vii) any substance, material, product or waste (including, without limitation, asbestos, petroleum, petroleum products, and raw materials which include hazardous, toxic or regulated constituents), the release, discharge, removal, remediation, disposal or use of which is restricted, regulated, controlled, proscribed, prohibited or penalized by any "Environmental Law."

(b) The term "Environmental Law," as used in this Lease, shall mean any federal, State or local law, regulation or ordinance relating to health, safety, pollution or protection of the environment, whether existing as of the date hereof, previously enforced, or subsequently enacted. The term "Hazardous Substance" shall include and mean "Regulated Substance."

(c) If any Hazardous Substances are spilled, released or otherwise discovered on the leased premises or any property outside of the leased premises as a result of **CITY'S** Permitted Use as defined in Paragraph 2 herein, then it shall be **CITY'S** responsibility to promptly investigate, remove and/or remediate such Hazardous Substances if such investigation, removal and/or remediation is required by applicable law and the governmental agency having jurisdiction thereof. **CITY** shall have a reasonable time to perform such work, but if **CITY** fails or refuses to

do so, then **COUNTY** shall have the right (but not the duty) to perform such work on the leased premises or the property outside of the leased premises with respect to the Hazardous Substances and to charge the reasonable cost of the same to the **CITY.**

(d) COUNTY and **COUNTY'S** agents and representatives shall, subject to compliance with all federal, state and local safety requirements, have the right to enter into or upon the leased premises, or any part thereof, for the purpose of examining same, including but not limited to, the right to test for Hazardous Substances on or under the surface of the property consisting of the leased premises. **CITY** shall have the right to receive split samples of any sampling matter to be tested by **COUNTY** which split samples will be analyzed by **CITY** at **CITY'S** expense.

(e) If **COUNTY** or **CITY** discovers any Hazardous Substances on the leased premises or emanating from operations conducted within the leased premises, it will promptly notify the other party of the details of such discovery and the Hazardous Substances.

(f) CITY hereby agrees that (i) no activity will be conducted on the leased premises by **CITY**, its agents, employees, licensee, invitees or any other party entering the leased premises without the consent or knowledge of **CITY** during the term hereof that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of normal business activities provided said activities are conducted in accordance with governing Environmental Laws; (ii) the leased premises will not be used by **CITY**, its agents, employees, licensee, invitees or any other party entering the leased premises without the consent or knowledge of **CITY** during the term hereof in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of **CITY'S** business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location in compliance with governing Environmental Laws; (iii) no portion of the leased premises will be used by **CITY**, its agents, employees, licensee, invitees or any other party entering the leased premises without the consent or knowledge of **CITY** during the term hereof as a landfill or dump; (iv) **CITY**, during the term hereof, shall have the express right to install, remove and/or relocate, from time to time, underground pipelines and associated equipment provided such work is performed in accordance with governing Environmental Laws; (v) **CITY** will not during the term hereof allow any surface or subsurface condition to exist or to come into existence that constitutes, or with the passage of time may constitute, a public or private nuisance; (vi) **CITY** will not during the term hereof permit any Hazardous Substances to be brought onto, stored, processed, disposed of on, released, discharged from or otherwise handled on the leased premises (including ground water contamination), except for the activities and Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal in compliance with governing Environmental Laws, and all required cleanup procedures shall be diligently undertaken pursuant to governing Environmental Laws.

(g) Upon the expiration or termination of the term of this Lease **CITY** at its own expense,

hereby agrees to comply with all applicable Environmental Laws including required cleanup procedures, if any, which shall be diligently undertaken, in compliance with the governmental agency having jurisdiction thereof.

(h) Any rights or remedies available to **COUNTY** under this Lease shall be in addition to any rights or remedies available to **COUNTY** under any Environmental Laws

15. **Actions of Mayor and Board of Commissioners.** No provision herein shall in any way whatsoever be interpreted or construed as restricting or prohibiting the Mayor and/or Board of Shelby County Commissioners from taking any action or passing any resolution or ordinance or their failing to take any action or passing any resolution that they deem to be in the best interests of Shelby County or citizens thereof, or otherwise carrying out their lawful duties.

16. **Representations and Warranties.** Each party represents to the other with respect to itself that the execution and performance of this Lease Agreement has been duly authorized by all necessary resolutions and corporate or partnership or other such action, and this Lease Agreement constitutes the valid and enforceable obligations of **COUNTY** and **CITY**.

CITY certifies that it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

CITY warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **CITY**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **CITY** any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **COUNTY** will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

17. **Subletting and Assignment.** **COUNTY** shall have the right to approve in its sole discretion each proposed assignee or sub-City on the basis of experience, reputation and financial strength. No subletting, assignment or transfer shall be effective unless approved in writing by **COUNTY** and shall not relieve **CITY** from performance of its duties under this Agreement.

18. **Notices.** All notices and approvals required or permitted hereunder shall be written and shall be delivered by a nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the following addresses or such other addresses of which any of the; parties shall give notice from time to time during the term hereof:

If to **COUNTY**: Administrator, Contracts Administration/Asst. County Attorney
Shelby County Government
160 N. Main Street, Suite 550
Memphis, TN 38103
Phone: (901) 545-4360

If to **CITY**: Director Richard B. Arwood
City of Memphis Fire Services Division
65 South Front Street
Memphis, TN 38113
Phone: (901) 576-6673

19. **Choice of Law.** This Lease Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Lease Agreement, **CITY** agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Lease Agreement will be instituted and litigated in the Courts of the State of Tennessee, or in the United States District Court, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Lease Agreement submit to the jurisdiction of such courts in Shelby County, Tennessee.

20. **Act of God.** No party shall be liable to any other party or parties for any delay or damage or any failure to act (other than payment of money) as a result of strikes, acts of God or other causes beyond the control of the parties, and delay as a result of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement.

21. **Unenforceability.** If any provision of this Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Lease Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.

22. **No Waiver.** No waiver of any default of **COUNTY** or **CITY** hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by **COUNTY** or **CITY** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Approvals.** In all instances referenced in this Lease Agreement in which an approval of one party is required, such approval shall be neither unreasonably withheld, delayed nor conditioned.

24. **Relationship.** Nothing in this Lease Agreement shall be deemed to create a joint venture or partnership between or among any of the parties.

25. **Successors.** The provisions of this Lease Agreement shall extend to and be binding upon **COUNTY** and **CITY** and their respective legal representatives, successors and assigns.

26. **Headings.** The headings used in this Lease Agreement are for convenience of the parties

only and shall not be considered in interpreting the meaning of any provision of this Lease.

27. **Memorandum of Lease.** The parties hereto contemplate that this Lease Agreement may be recorded for the purpose of giving public notice of the appropriate provisions of this Lease.

28. **Amendment.** This Lease Agreement may be modified only by amendment made in writing and signed by both parties.

29. **Non-Discrimination.** The **CITY** hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the **CITY** 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 **CITY** shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30. **Entire Agreement**. This Lease Agreement contains the entire understanding among the parties with respect to the leased premises and there are no other promises or conditions in any other agreements between the parties, whether oral or written, related to the leased premises. This Lease Agreement supersedes any prior written or oral agreements between or among all or any of the parties with respect to the leased premises which continue to govern the rights and obligations of the parties with respect to the leased premises.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, has executed this Lease Agreement. On behalf of **COUNTY**, affixing thereto of the signature of the Mayor of Shelby County Government, the said Mayor being authorized so to do pursuant to and in accordance in with the approval of the Shelby County Board of Commissioners, on the ____ day of _____, 2009, in Resolution # _____.

CITY OF MEMPHIS

By: _____
Willie W. Herenton, Mayor

Approved as to Form:

By:_____
Sara L. Hall, City Attorney

Other City Approvals:

BY: _____
Richard B. Arwood, Director
City of Memphis Fire Services Division

By: _____
Agnes Martin, City Real Estate Manager

SHELBY COUNTY GOVERNMENT

By: _____
A C Wharton, Jr., Mayor

Approved as to Form:

By: _____
Contract Administrator/
Assistant County Attorney

Other County Approvals:

By: _____
Ted Fox, Director of Public Works

By: _____
Tom Moss, Land Bank Administrator

By: _____
Bill Goss, County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR.**, **Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the County of Shelby, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared, **WILLIE W. HERENTON, Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor** the within named bargainor, one of the companies of the State of Tennessee, and that he/she as such **Mayor** of said company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for **City of Memphis** by himself as such **Mayor** of said company.

WITNESS my hand and Notarial Seal, at office in the **City of Memphis**, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

EXHIBIT "A"

EXHIBIT "B"

Part of the Countrywood Development Corporation property, being formerly the Alodex Corporation property, in Shelby County, Tennessee, more particularly described as follows:

Beginning at a chisel mark on the rear of the sidewalk on the east line of Rockcreek Parkway (53 feet east of the centerline of Rockcreek Parkway), the southwest corner of the Chevron Oil Company tract, said point being 307 feet south of the centerline of U. S. Highway No. 64, as measured along the east line of said Parkway; thence eastwardly and parallel to the south line of U. S. Highway No. 64 along the south line of the Chevron Oil Company tract a distance of 200.00 feet to an iron pin, the southeast corner of the Chevron tract in the west line of the M. A. Lightman tract; thence southwardly making an interior angle of 88 degrees 40 minutes 24 seconds along the Lightman west line a distance of 200.00 feet to an iron pin; thence westwardly making an interior angle of 91 degrees 19 minutes 36 seconds and parallel to the south line of the Chevron tract a distance of 198.33 feet to a chisel mark on the rear of the sidewalk on the east line of Rockcreek Parkway; thence northwardly with the east line of said Parkway along a curve to the right with a radius of 1753.39 feet a distance of 76.52 feet to a point; thence continuing northwardly along the east line of Rockcreek Parkway a distance of 123.47 feet to the beginning, containing 39,946.69 square feet or 0.917 acres of land.

Item #_____ Prepared by:____Gloria Kelly_____
Real Estate Services

Approved by:_____
Assistant County Attorney

RESOLUTION APPROVING A LEASE AGREEMENT LEASING FIRE STATION #65, LOCATED AT 2870 ROCKCREEK PARKWAY, IN THE COUNTY OF SHELBY, TO THE CITY OF MEMPHIS, ACTING THROUGH THE CITY'S FIRE SERVICES DIVISION TO PROVIDE FIRE SERVICES AND ASSISTANCE IN FIREFIGHTING FOR RESIDENTS ANNEXED INTO THE CITY OF MEMPHIS AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE THE AGREEMENT. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, The County of Shelby owns a certain property with improvements known as Fire Station #65 (approximately 0.919 acres in size) addressed as 2870 Rockcreek Parkway, located on the east side of Rockcreek Parkway, south of Stage Road being further identified as Shelby County Tax Parcel No. 09610000000970; and

WHEREAS, The City of Memphis, acting through the City's Fire Services Division is desirous of leasing said Fire Station #65 for the purpose of providing for fire protection services and assistance in firefighting for residents annexed into the City of Memphis**;** and

WHEREAS, The City of Memphis, acting through the City's Fire Services Division, has requested that the County of Shelby lease Fire Station #65, addressed as 2870 Rockcreek Parkway, for the purpose of providing for fire protection services and assistance in firefighting, for an initial term of ten (10) years, under the terms and conditions set forth in the attached Lease Agreement, with the option to renew for one (1) additional ten (10) year term which is hereby incorporated by reference with no lease fees or charges; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforedescribed lease of Fire Station #65 addressed as 2870 Rockcreek Parkway owned by the County of Shelby to the City of Memphis, acting through the City's Fire Services Division, for the purpose of providing for fire protection services and assistance firefighting under the terms and conditions stated in the aforedescribed Agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and he is authorized to execute the attached Lease Agreement and any other documents necessary to effect the lease of said property with improvements to the City of Memphis, acting through the City's Fire Services Division for the aforementioned purpose.

BE IT FURTHER RESOLVED, That County of Shelby agrees to lease Fire Station #65 to the City of Memphis, acting through the City's Fire Service Division with no lease fees or charges.

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

The County of Shelby owns certain property with improvements known as Fire Station #65 (approximately 0.919 acres in size) addressed as 2870 Rockcreek Parkway, located on the east side of Rockcreek Parkway, south of Stage Road, within the County of Shelby. The City of Memphis, acting through the City's Fire Services Division desires to lease the Fire Station #65, under the terms of ten (10) years, with the option to renew for one (1) additional ten (10) year term with no lease fees or charges for fire protection services and assistance in firefighting for the residents annexed into the City of Memphis. Currently, the County Fire Department has a similar agreement with the City for County's use of City owned fire station facilities on Riverdale Drive at no charge. This lease agreement must be in place for the City of Memphis to make, at its own expense, major infrastructure maintenance improvements needed at this facility. Based on the above, it is hereby recommended by the Administration that this Amendment to Agreement be approved.

II. Source and Amount of Funding

No county funds required.

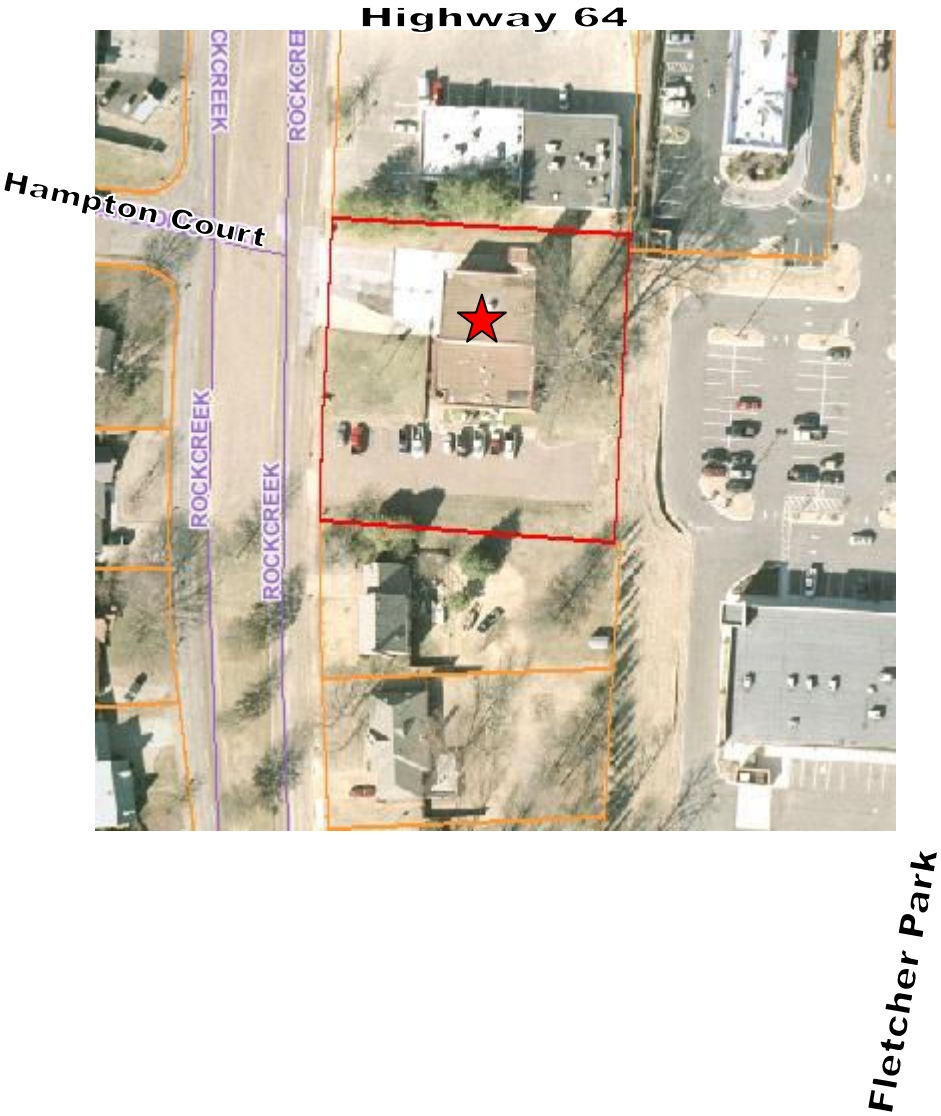
III. Contract Items

Lease Agreement

IV. Additional Information Relevant to Approval of this Item

Shelby County Fire Station #65, 2870 Rockcreek Parkway

Tax Parcel No. 09610000000970



ITEM LANGUAGE: Resolution approving a Lease Agreement leasing Fire Station #65, located at 2870 Rockcreek Parkway, in the County of Shelby, to the City of Memphis, acting through the City's Fire Services Division to provide fire services and assistance in firefighting for residents annexed into the City of Memphis and authorizing the Shelby County Mayor to execute the Agreement.
Sponsored by Commissioner Wyatt Bunker
ITEM ID: 657

==========

STEP: Originator
DATE: 5/12/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Assistant Dept Head
DATE: 5/14/2009
APPROVER: tom.moss
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/14/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/18/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/18/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO Designee
DATE: 5/20/2009
APPROVER: grace.hutchinson
DECISION: APPROVED

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That on this the _____ day of _____, 2009, for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, by **City of Bartlett, a Municipal Corporation of the State of Tennessee**, (hereinafter termed "Grantee"), to **Shelby County, a Political Subdivision of the State of Tennessee**, (hereinafter termed "Grantor"), the receipt and sufficiency of which is hereby acknowledged; the said Grantor has this day bargained and sold, and does hereby grant and convey unto **City of Bartlett, a Municipal Corporation of the State of Tennessee**, and unto its successors, a perpetual easement or right-of-way to construct, operate, maintain, replace and/or remove a permanent sanitary sewer improvement and all necessary or desirable appurtenances over, under, across and upon the following described lands belonging to said Grantor and situated in Shelby County, Tennessee, to-wit:

This Permanent Sanitary Sewer Easement is over and across the SHELBY COUNTY PROPERTY as recorded in Instrument Number CC 7454 in the Shelby County Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

PERMANENT SANITARY SEWER EASEMENT AREA

BEGINNING at a point on the east line of the Bartlett Valley Planned Development property as recorded in Plat Book 227, Page 33 in said Register's Office, said point being located northwardly a distance of 9.23 feet from the southeast corner of said Bartlett Valley Property ; thence south 79 degrees 40 minutes 58 seconds east a distance of 221.31 feet to a point on the west line of the Barbara Rosenberg property as recorded in Instrument Number KL 9077 in said Register's Office; thence south 27 degrees 46 minutes 34 seconds east along said west line a distance of 24.25 feet to a point; thence south 11 degrees 18 minutes 26 seconds west along said west line a distance of 25.00 feet to a point; thence north 79 degrees 31 minutes 34 seconds west a distance of 231.36 feet to a point; thence north 04 degrees, 25 minutes, 02 seconds east a distance of 43.68 feet to a point of beginning and containing 10,094.36 square feet or 0.2317 acres of land.

ALL BEARINGS ARE RELATIVE.

This Permanent Sanitary Sewer Easement is granted to enable said Grantee, its contractors, employees, and agents ingress/egress and occupancy over, across and upon the above described Permanent Easement area, together with the reasonable right of ingress/egress over any adjacent lands of the undersigned to or from said easement or right-of-way, for the purpose of constructing, operating, inspecting, repairing, stabilizing, replacing or removing said permanent sanitary sewer improvement, and for the purpose of doing any other work necessary for the proper maintenance of said improvement.

Along with the hereinabove described easement conveyance, the said Grantor has this day bargained and sold, and does hereby grant and convey unto said Grantee one (1) Temporary Construction Easements over, under, across and upon the hereinafter described property belonging to said Grantor, which easements being more particularly described as follows:

One Temporary Construction Easements over, under, across and upon a tract of land conveyed to Shelby County by Warranty Deed of Record as described in Book 7454, in the Register's Office of Shelby County, Tennessee, which easement being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Parallel and adjacent to the north side of the above described easement and containing 3,243.14 square feet.

ALL BEARINGS ARE RELATIVE.

The hereinabove described Temporary Construction Easement is hereby granted unto the said Grantee, for the purpose of permitting said City of Bartlett, its contractors, employees and agents entry upon and use of during the initial construction of said permanent sanitary sewer improvement, over, under, across and upon the above described easement areas. Said Temporary Construction Easement shall exist only during the initial construction of said improvement and thereafter, whenever necessary for the purpose of repairing, stabilizing, replacing or removing said permanent sanitary sewer improvement.

This conveyance is subject to acceptance by said Grantee, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signature hereinbelow.

TO HAVE AND TO HOLD the above described easements and right unto **City of Bartlett, a Municipal Corporation of the State of Tennessee**, and unto its successors, together with the right of exercising all rights reasonably and properly incident to the rights expressly granted.

And the undersigned does hereby warrant the above described easements and right unto the said Grantee and unto its successors, against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

The said Grantee agrees to repair or cause to be repaired, at said Grantee's own expense, all damages to said Grantor's property outside the above described Permanent Sanitary Sewer Easement and Temporary Construction Easement caused by the construction of said sanitary sewer improvement and thereafter, to repair all actual damages to which existed at the time of the original granting of this easement, as may be caused by the construction activity. The said Grantee further agrees to indemnify and hold harmless the said Grantor against any and all damages and costs, including legal fees to persons or property, or claims for damages that arise due to said construction activity.

Also, it is hereby expressly understood that should the construction of this sanitary sewer improvement not begin within three (3) years, or should the Permanent Sanitary Sewer Easement herein granted be subsequently abandoned by said Grantee for the use permitted, then and in either of these events, said Easement shall automatically become void and the rights granted revert back to Shelby County or its lawful successor.

Furthermore, it is hereby expressly understood that the granting of the above-described easements does not permit removal or filling within the said easement areas without prior approval of the County Engineer.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the _____ day of _____, 2009, in Resolution # _____.

APPROVED FOR CITY OF BARTLETT:

By: _____
A. Keith McDonald, Mayor

Approved as to Form:

By: _____
City Attorney

Other City Approvals:

By: _____
City Engineer

GRANTOR: SHELBY COUNTY

By: _____
A C Wharton, Jr. County Mayor

Approved as to Form:

By: _____
Contract Administrator/
Assistant County Attorney

Other County Approvals:

By: _____
County Engineer

By: _____
Manager of Real Estate Services

By: _____
Administrator, Land Bank Department

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR.**, **Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A. KEITH MCDONALD, Mayor of the City of Bartlett**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Bartlett**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that she as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Bartlett** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in Bartlett, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

(FOR RECORDING DATA ONLY)

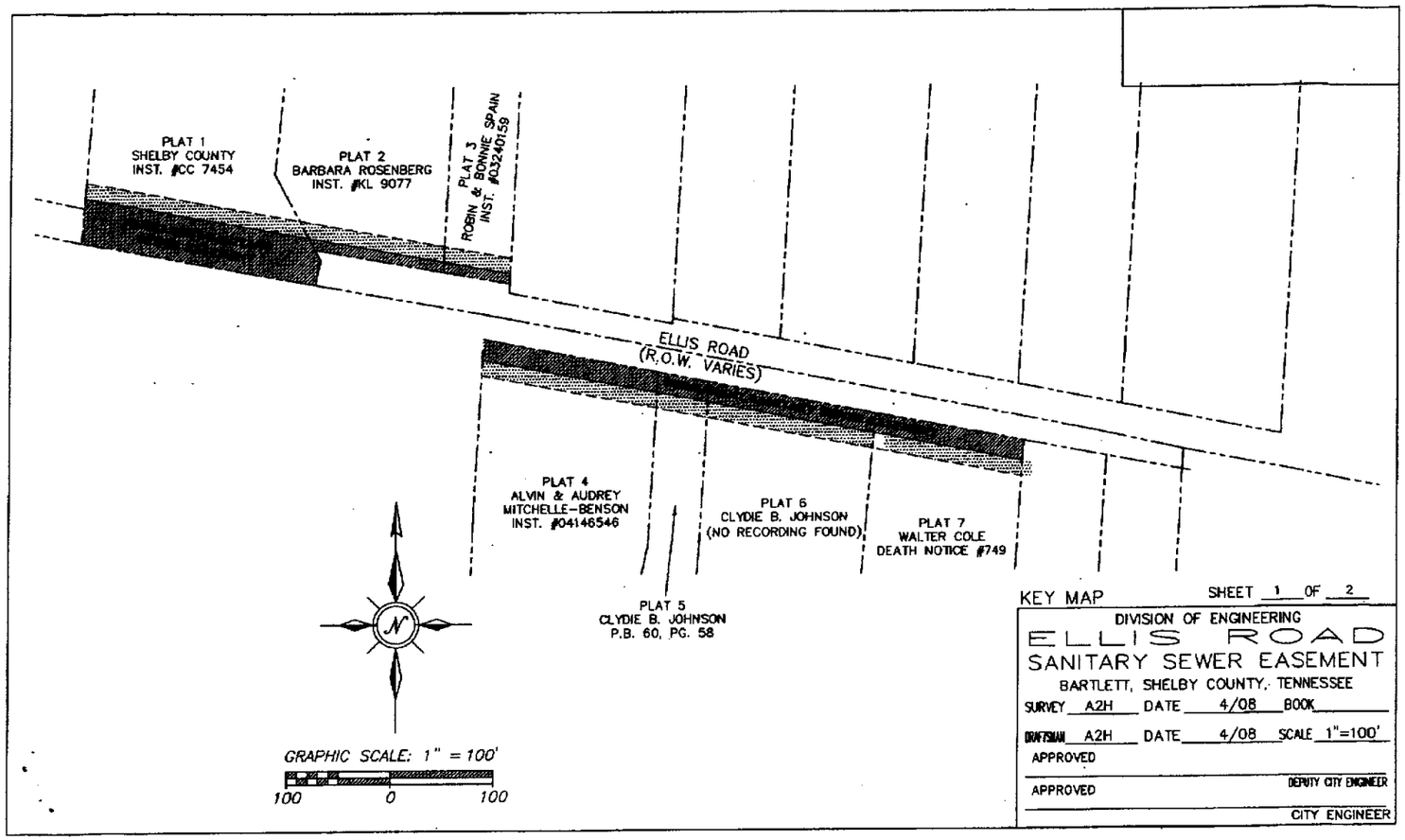
Property Address:
8340 Ellis Road

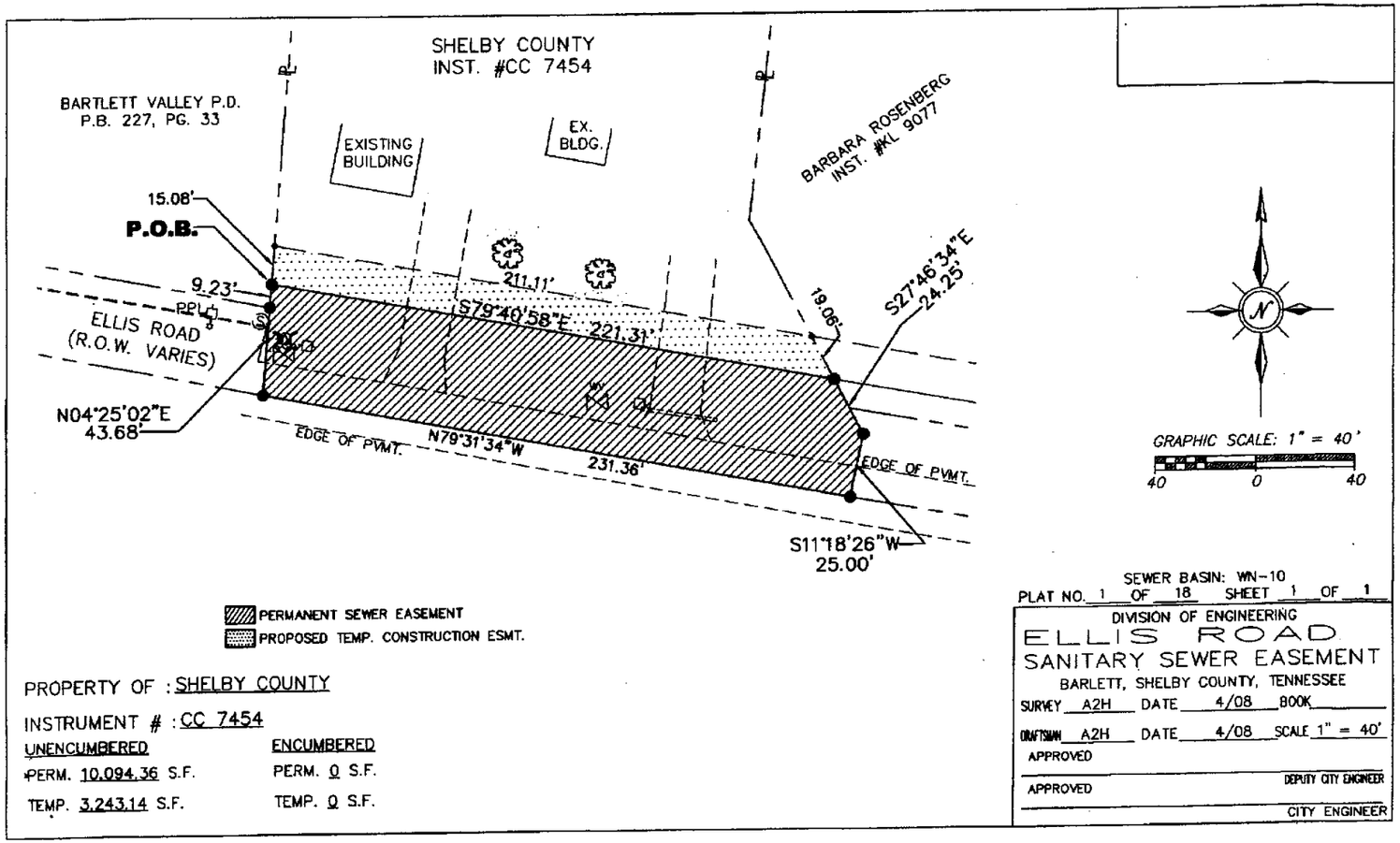
Tax Parcel No:
B015800000620

Mail Tax Bills to: (Person or Agency
responsible for payment of taxes)
Exempt - Government

Owners Name and Address:
Shelby County Government
160 N. Main Street
Memphis, TN 38103

This instrument prepared by:
Shelby County Land Bank
584 Adams Avenue
Memphis, TN 38103
Phone No. (901) 545-4323


PLAT 1
SHELBY COUNTY
INST. #CC 7454
PLAT 2
BARBARA ROSENBERG
INST. #KL 9077
PLAT 3
ROBIN & BONNIE SPAIN
INST. #03240159
ELLIS ROAD
(R.O.W. VARIES)
PLAT 4
ALVIN & AUDREY
MITCHELLE-BENSON
INST. #04146546
PLAT 5
CLYDIE B. JOHNSON
P.B. 60, PG. 58
PLAT 6
CLYDIE B. JOHNSON
(NO RECORDING FOUND)
PLAT 7
WALTER COLE
DEATH NOTICE #749
N
GRAPHIC SCALE: 1" = 100'
100
0
100
KEY MAP
SHEET 1 OF 2
DIVISION OF ENGINEERING
ELLIS ROAD
SANITARY SEWER EASEMENT
BARTLETT, SHELBY COUNTY, TENNESSEE
SURVEY A2H DATE 4/08 BOOK
DRAFTSMAN A2H DATE 4/08 SCALE 1"=100'
APPROVED
APPROVED
DEPUTY CITY ENGINEER
CITY ENGINEER



PROPERTY OF : SHELBY COUNTY

INSTRUMENT # : CC 7454

UNENCUMBERED	ENCUMBERED
PERM. 10,094.36 S.F.	PERM. 0 S.F.
TEMP. 3,243.14 S.F.	TEMP. 0 S.F.

SEWER BASIN: WN-10

PLAT NO. 1 OF 18 SHEET 1 OF 1

DIVISION OF ENGINEERING

ELLIS ROAD

SANITARY SEWER EASEMENT

BARLETT, SHELBY COUNTY, TENNESSEE

SURVEY A2H DATE 4/08 BOOK

DRAFTSMAN A2H DATE 4/08 SCALE 1" = 40'

APPROVED

APPROVED DEPUTY CITY ENGINEER

CITY ENGINEER

Item #_____ Prepared by:____Gloria Kelly_____
Real Estate Services

Commissioner _____ Approved by:_____
County Attorney

A RESOLUTION TO GRANT A PERMANENT SANITARY SEWER EASEMENT, 10,094.36 SQUARE FEET, (0.2317 ACRES) TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT, 3,243.14 SQUARE FEET, ACROSS COUNTY OWNED REAL PROPERTY LOCATED AT 8340 ELLIS ROAD, KNOWN AS THE SHELBY COUNTY CEMETERY, TO THE CITY OF BARTLETT, FOR NOMINAL CONSIDERATION, FOR ITS INSTALLATION OF PERMANENT SANITARY SEWER IMPROVEMENTS. SPONSORED BY COMMISSIONER WYATT BUNKER

WHEREAS, The City of Bartlett is proposing to install permanent sanitary sewer improvements to better serve properties along Ellis Road; and

WHEREAS, Shelby County owns a certain real property located at 8340 Ellis Road, known as the Shelby County Cemetery in the City of Bartlett, and further identified as Tax Parcel No. B0158 00062; and

WHEREAS, It is necessary in conjunction with the installation of said permanent sanitary sewer improvements to grant the City of Bartlett a Permanent Sanitary Sewer Easement (10,094.36 square feet together with a Temporary Construction Easement, 3,243.14 square feet, more or less, in size, across a certain portion of said real property owned by Shelby County, for nominal consideration, which easements being more particularly described in the attached Permanent Sanitary Sewer Easement Document, which is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforementioned Permanent Sanitary Sewer Easement together with the Temporary Construction Easement be and the same are hereby granted to the City of Bartlett, for nominal consideration, for its installation of permanent sanitary sewer improvements; and that the Mayor be and he is authorized to execute the attached Permanent Sanitary Sewer Easement Document granting the same.

BE IT FURTHER RESOLVED, That should the installation of said permanent sanitary sewer improvements not begin within three (3) years, or should said Permanent Sanitary Sewer Easement be subsequently abandoned by the City of Bartlett for the use permitted, then and in either of these events, said Easement shall automatically become void and the rights granted revert back to Shelby County or its lawful successor.

BE IT FURTHER RESOLVED, That the granting of said Easements do not permit removal or filling within the said Easements area without prior approval of the County Engineer.

_____
A C Wharton, Jr. County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

Shelby County owns Real Property, known as the Shelby County Cemetery, is located at 8340 Ellis Road within the City of Bartlett, and is further identified as Tax Parcel Number B0158 00062. It is 30 acres in size and was acquired by the County in 1964. Since 1964, the County has utilized this property as an active County cemetery. The granting of a Permanent Sanitary Sewer Easement together with a Temporary Construction Easement across County owned real property located at 8340 Ellis Road, to the City of Bartlett, for nominal consideration, for its installation of permanent sanitary sewer improvements will serve five (5) property owners. The permanent sanitary sewer easement is not located near any graves and is running adjacent to the Ellis Road right-of-way. The City of Bartlett has requested Shelby County to grant it this Permanent Sanitary Sewer Easement together with a Temporary Construction Easement, for nominal consideration, for its installation of the needed permanent sanitary sewer improvements. The Memphis and Shelby County Health Department manages the cemetery; therefore support and recommend the approval of granting the Permanent Sanitary Sewer Easement together with a Temporary Construction Easement to the City of Bartlett. Based upon the above, the Administration recommends that this grant of easement be approved.

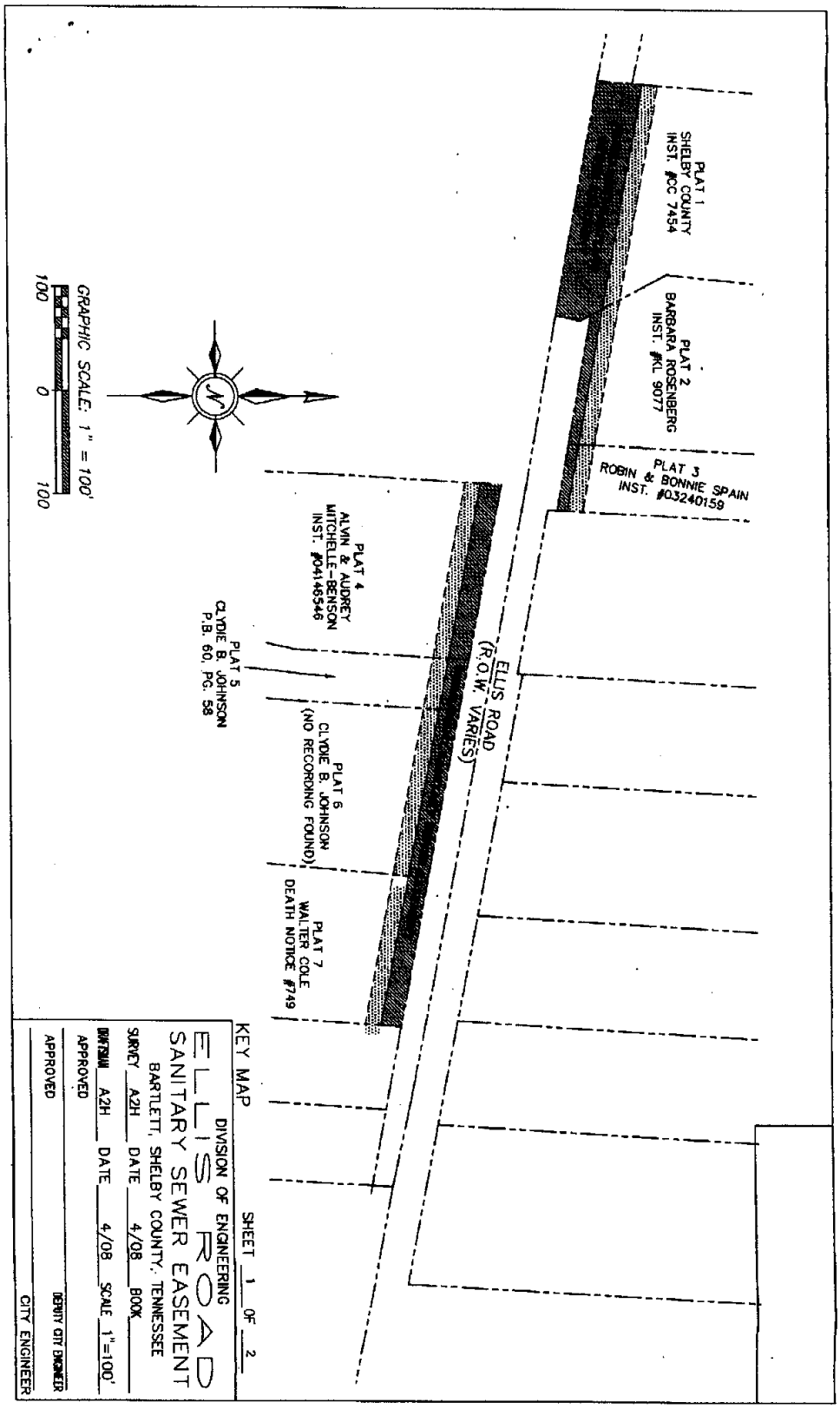
II. Source and Amount of Funding

No county funds required

III. Contract Items

Permanent Sanitary Sewer Easement

IV. Additional Information Relevant to Approval of this Item


PLAT 1
SHELBY COUNTY
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INST. #KL 9077
PLAT 3
ROBIN & BONNIE SPAIN
INST. #03240159
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PLAT 4
ALVIN & AUDREY
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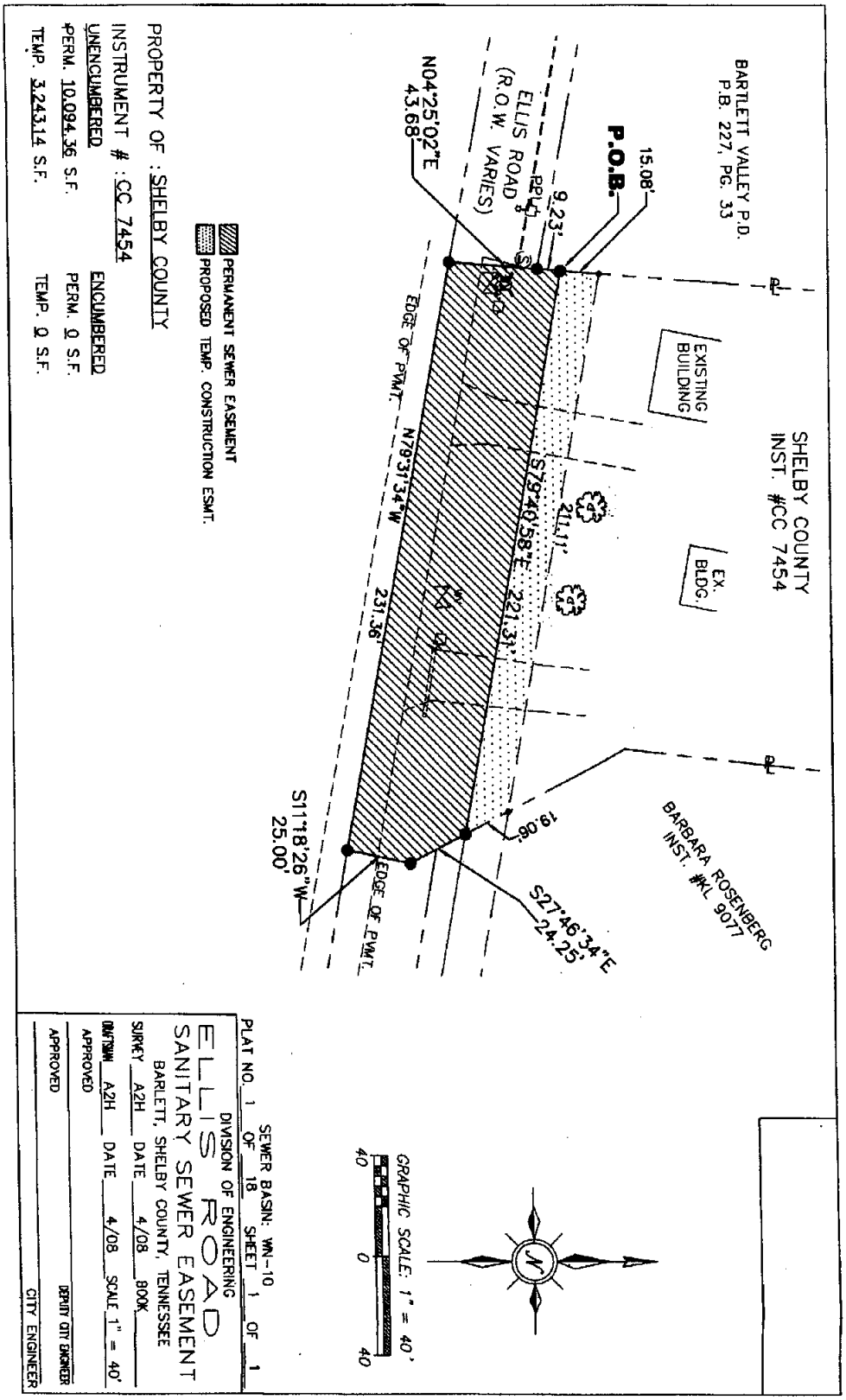
INST. #04146546
PLAT 5
CLYDIE B. JOHNSON
P.B. 60, PG. 58
PLAT 6
CLYDIE B. JOHNSON
(NO RECORDING FOUND)
PLAT 7
WALTER COLE
DEATH NOTICE #749
GRAPHIC SCALE: 1" = 100'
100
0
100
KEY MAP
SHEET 1 OF 2
DIVISION OF ENGINEERING
ELLIS ROAD
SANITARY SEWER EASEMENT
BARTLETT, SHELBY COUNTY, TENNESSEE
SURVEY A2H DATE 4/08 BOOK
DRAWN A2H DATE 4/08 SCALE 1"=100'
APPROVED
DEPUTY CITY ENGINEER
APPROVED
CITY ENGINEER


BARTLETT VALLEY P.D.
P.B. 227, PG. 33
15.08'
P.O.B.
9.23'
ELLIS ROAD
(R.O.W. VARIES)
N04°25'02"E
43.68'
EXISTING BUILDING
SHELBY COUNTY
INST. #CC 7454
S79°49'58"E 221.31'
211.11'
EX. BLDG.
EDGE OF PVMT.
N79°31'34"W
231.36'
19.06'
BARBARA ROSENBERG
INST. #KL 9077
S27°46'34"E
24.25'
S11°18'26"W
25.00'
EDGE OF PVMT.
PERMANENT SEWER EASEMENT
PROPOSED TEMP. CONSTRUCTION ESMT.
PROPERTY OF : SHELBY COUNTY
INSTRUMENT # : CC 7454
UNENCUMBERED
PERM. 10,094.36 S.F.
TEMP. 3,243.14 S.F.
ENCUMBERED
PERM. 0 S.F.
TEMP. 0 S.F.
GRAPHIC SCALE: 1" = 40'
40 0 40
PLAT NO. 1 OF 18 SEWER BASIN: WN-10 SHEET 1 OF 1
DIVISION OF ENGINEERING
ELLIS ROAD
SANITARY SEWER EASEMENT
BARLETT, SHELBY COUNTY, TENNESSEE
SURVEY A2H DATE 4/08 BOOK
DRAWN A2H DATE 4/08 SCALE 1" = 40'
APPROVED
APPROVED
DEPUTY CITY ENGINEER
CITY ENGINEER

ITEM LANGUAGE: A resolution to grant a Permanent Sanitary Sewer Easement, 10,094.36 square feet, (0.2317 acres) together with a Temporary Construction Easement, 3,243.14 square feet, across county owned real property located at 8340 Ellis Road, known as the Shelby County Cemetery, to the City of Bartlett, for nominal consideration, for its installation of permanent sanitary sewer improvements. Sponsored by Commissioner Wyatt Bunker.
ITEM ID: 671

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STEP: Originator
DATE: 5/12/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Assistant Dept Head
DATE: 5/14/2009
APPROVER: tom.moss
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/14/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/18/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/18/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/19/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item No: _____

Prepared By: Gloria Kelly
Real Estate Services

Approved by: Lisa Kelly
County Attorney

RESOLUTION APPROVING THE LEASE OF 20.14 ACRES OF UNIMPROVED BENJESTOWN ROAD RIGHT-OF-WAY TO D. CURTIS WEGENER TO USE IN CONJUNCTION WITH HIS OPERATION OF A HUNTING CLUB AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE THE LEASE AGREEMENT. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, In 1975, the County of Shelby purchased a certain unimproved, tract of land, 20.14 acres in size, designated for the future realignment of Benjestown Road, located east of the existing Benjestown Road right-of-way, immediately north of the Loosahatchie River; further identified recorded instrument #E7-2892 in the Shelby County Register's Office, Shelby County, Tennessee; and

WHEREAS, D. Curtis Wegener is desirous of leasing said 20.14 acres of unimproved road right-of-way that adjoins his property, for his use in conjunction with his operations of a hunting club; and

WHEREAS, D. Curtis Wegener has requested that the County of Shelby, lease the 20.14 acres of unimproved Benjestown Road right-of-way located east of the existing Benjestown Road, immediately north of the Loosahatchie River, for his use in conjunction with his operations of a hunting club, for an initial term of five (5) years, for an annual rental in the amount of $1,000.00 with the option to extend the initial term for three (3) renewal terms of five (5) years each, under the terms and conditions set forth in the attached Lease Agreement, which is hereby incorporated by; and

WHEREAS, It is deemed to be in the best interest of the County of Shelby to lease the hereinabove said 20.14 acres of land to D. Curtis Wegener for his use in conjunction with his operations of a hunting club, under the terms and conditions stated in the aforedescribed Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforedescribed lease of 20.14 acres of land owned by the County of Shelby to D. Curtis Wegener for his use in the conjunction with his operations of a hunting club, under the terms and conditions stated in the aforedescribed Lease Agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and he is authorized to execute the attached Lease Agreement and any other documents necessary to effect the lease of said real property to D. Curtis Wegener for the aforementioned purpose.

BE IT FURTHER RESOLVED, That the lease rental payments from this lease totaling $ 5,000.00 shall be credited to Revenue Account No. 010-307501-4260

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

The County of Shelby owns certain unimproved road right-of-way (approximately 20.14 acres in size) designated for the future realignment of Benjestown Road, located east of the existing Benjestown Road right-of-way, immediately north of the Loosahatchie River, within the County of Shelby. The County of Shelby is to lease 20.14 acres of the said unimproved road-right-of-way to D. Curtis Wegener under the terms of a five (5) year lease for his use in conjunction with his operations of a hunting club for an annual rental in the amount of $ 1 , 0 0 0 . 0 0 . The Lease Agreement provides D. Curtis Wegener the option to renew this lease for three (3) additional five (5) year terms. D. Curtis Wegener desires to exercise its option to renew this lease as provided under the terms and conditions stated in the attached Lease Agreement. Based on the above, it is hereby recommended by the Administration that this Agreement be approved.

II. Source and Amount of Funding

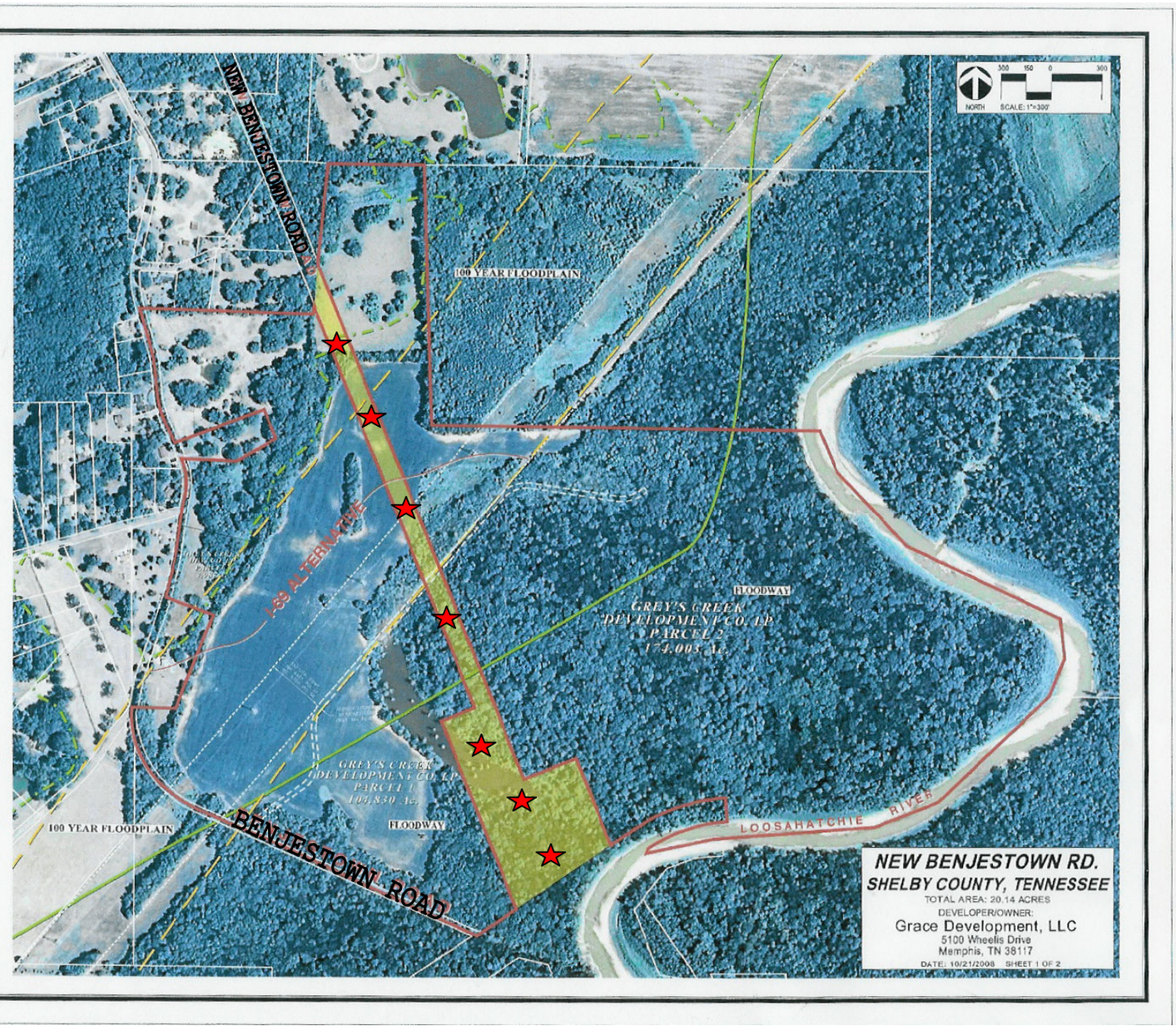
No county funds required.

III. Contract Items

Lease Agreement

IV. Additional Information Relevant to Approval of this Item

Existing Benjestown Road right-of-way,
immediately north of the Loosahatchie River



LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the **County of Shelby, a political subdivision of the State of Tennessee**, hereinafter referred to as "**LESSOR**" and **D. Curtis Wegener,** hereinafter referred to as "**LESSEE**".

RECITALS:

WHEREAS, The County of Shelby, owns certain unimproved road right-of-way designated for the future realignment of Benjestown Road, 20.14 acres in size, located east of the existing Benjestown Road right-of-way, immediately north of the Loosahatchie River, which unimproved road right-of-way being situated in the County of Shelby, State of Tennessee, and further identified as shown on attached Exhibit "B", hereinafter referred to as the "demised premises"; and

WHEREAS, D. Curtis Wegener is desirous of leasing said 20.14 acres of unimproved road right-of-way that adjoins his property, for his use in conjunction with his operation of a hunting club; and

WHEREAS, The County of Shelby is agreeable to lease D. Curtis Wegener said 20.14 acres of unimproved road right-of-way for use in conjunction with his operation of a hunting club, under the terms, covenants, conditions and provisions herein set forth.

NOW, THEREFORE, for and in consideration of the above stated purpose, 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. **Description of the Property.** That 20.14 acres of unimproved road right-of-way designated for the future realignment of Benjestown Road which comprises the demised premises subject to this Lease Agreement is more particularly described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein by reference, and is specifically designated on the plat attached hereto as **Exhibit "B"** and incorporated herein by reference. The parties hereby acknowledge that the demised premises are currently undeveloped.

2. **Permitted Use.** **LESSEE** shall use the demised premises for use in conjunction with its farming, forestry, and hunting club operations on **LESSEE'S** adjoining properties. The foregoing use is hereinafter referred to as the "Permitted Use". **LESSOR** may terminate this Lease on thirty (30) days written notice if the demised premises are used for some use other than the Permitted Use. The demised premises shall not be used for any purpose in violation of any federal, state or municipal statue or ordinance, or any regulation, order or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now exist or may hereafter provide, concerning the use and/or safety of the demised premises.

LESSEE covenants and agrees to use and occupy the demised premises in a careful, safe and proper manner; not to commit or permit to be committed any waste on the demised premises whatsoever; not to create or allow any nuisance to exist on the demised premises, and to abate any nuisance that may arise promptly and free of expense to **LESSOR**.

3. **Term.** **LESSOR** does hereby lease unto **LESSEE** the demised premises for an initial term of five (5) years commencing from the date of the Lease, with the option to extend the initial term for three (3) renewal terms of five (5) years each under the same terms and conditions applicable to the initial term, except for the amount of required rent, upon the mutual written consent of all parties to the Agreement.

4. **Rental.** **LESSEE** agrees to pay **LESSOR** as rent Five Thousand and 00/100 ($5,000.00) Dollars for the initial term of the Lease. Rent shall be payable in the amount of One Thousand and 00/100 ($1,000.00) Dollars per year for each year of this five year lease, due and payable in advance on or before each annual anniversary date of this Lease.

5. **Agreement to Pay Additional Rent.** **LESSEE** agrees to pay and discharge the following, as Additional Rent, during the Term hereof, punctually, as and when the same shall become due and payable:

(a) Each and every cost, expense, and obligation of every kind and nature, foreseen or unforeseen, for the payment of which **LESSOR** or **LESSEE** is or shall become liable by reason of their estates or interests in the demised premises or any portion thereof, by reason of any right or interest of **LESSOR** or **LESSEE** in or under this Lease, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use, or occupancy of the demised premises or requirements of this Lease.

(b) All taxes of every type and description., utility charges, assessments (including, but not limited to, assessments for public improvements or benefits), payments in lieu of taxes, and all other impositions and charges of every kind and nature, extraordinary or ordinary, general or special, which at any time during the Term shall be or become due and payable by **LESSOR** or **LESSEE** which shall be levied, assessed, or imposed in connection with the demised premises.

(c) All charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to or in connection with the demised premises which are required by be paid by **LESSOR**. **LESSEE** agrees that **LESSOR** is not, nor shall it be required, to furnish to **LESSEE** or any other occupant, any gas, water, sewer, electricity, light, heat, power, or any other facilities, equipment, labor, materials, or services of any kind. **LESSOR** will extend any rights it may have to **LESSEE**, and will cooperate with **LESSEE**, at **LESSEE'S** expense, in connection with obtaining the use of any such utilities and other facilities and services.

(d) The reasonable costs of **LESSOR** and reasonable out of pocket expenses, including, without limitation, reasonable attorneys fees and expenses, which are incurred by **LESSOR** in connection with administering the demised premises or performing any act which it is required to do or deems necessary under this Lease.

LESSEE covenants to furnish to **LESSOR**, promptly upon request, proof of the payment of any amount or charge required to be paid by **LESSEE** hereunder.

6. **Proof of Payment.** The burden of proof of payment of rent in case of controversy shall be upon **LESSEE**.

7. **Renewal Terms.** **LESSEE** shall have the option to renew this Lease for three (3) successive terms of five (5) years each upon written mutual agreement of all parties to this Agreement, subject to the following terms and conditions:

(a) LESSEE shall give to **LESSOR** and **LESSOR** shall receive a written notice of the exercise of the option to renew the Lease for the additional term, time being of the essence. The written notice of the option to renew the Lease shall be received by **LESSOR** not less than 120 days and not greater than 180 days prior to the date the (respective) renewal term shall commence, if exercised. If the notification of the exercise of the (respective) renewal term is not so given and received, the option to renew shall automatically expire, however upon acceptance of a lease payment during any Renewal Term the Lease shall not be cancelable for improper or nonconforming notification.

(b) There shall be no default existing or continuing in the performance of any of the terms of the Lease either at the time written notification to renew is received by **LESSOR** or on the date the (respective) renewal term is to commence.

(c) LESSEE shall not have been late paying the rent due more than two (2) times during the Lease term proceeding the (respective) renewal term.

(d) Each renewal term shall be on the same terms, covenants, and conditions as provided in this Lease except as may be specifically provided for in this Lease and there shall be no privilege to extend or renew the term of this Lease for any period of time beyond the expiration of the fourth renewal term.

(e) LESSEE shall pay to **LESSOR** as rent for the first renewal term Six Thousand and 00/100 Dollars ($6,000.00), which rent shall be payable in equal yearly installments of One Thousand, Two Hundred and 00/100 Dollars ($1,200.00), due and payable in advance on or before each annual anniversary date of this Lease.

(**f**) **LESSEE** shall pay to **LESSOR** as rent for the second renewal term Seven Thousand and 00/100 Dollars ($7,000.00), which rent is payable in equal yearly installments of One Thousand Four Hundred and 00/100 Dollars ($1,400.00), due and payable in advance on or before each annual anniversary date of this Lease.

(**g**) **LESSEE** shall pay to **LESSOR** as rent for the third renewal term Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00), which rent is payable in equal yearly installments of One Thousand Five Hundred and 00/100 Dollars ($1,500.00), due and payable in advance on or before each annual anniversary date of this Lease.

8. **Improvements.** All improvements to the demised premises shall be made at **LESSEE'S** sole expense. All improvements, including, but not limited to, grading, paving, utility infrastructure, buildings and fixtures paid for in whole or in part by **LESSEE** during the term of this Lease, shall become the property of **LESSOR** upon the expiration of this Lease.

9. **Land Use Permitting.** **LESSEE**, at its own expense, shall apply for and secure any and all zoning changes and/or land use permits required to develop and utilize the demised premises for the Permitted Use.

10. **Condemnation.** If at any time during the term hereof the whole of the herein demised premises shall be taken for any public or quasi public use, under any statute, or by right of eminent domain, then, in such event, when possession shall have been taken there under of the demised premises by the condemning authorities, the Term hereby granted, and all rights of **LESSEE** hereunder, except as hereinafter provided, shall immediately cease and terminate and the rent hereunder shall be apportioned and paid to the time of such termination.

In the event of total condemnation **LESSEE** shall be entitled to interpose and prosecute in any condemnation proceedings a claim for the value of any improvements installed on the demised premises by **LESSEE** and for the value of any unexpired term of this lease.

LESSEE shall continue to pay rent hereunder until such time as **LESSEE** shall be required to surrender possession of the demised premises as a consequence of such taking or condemnation.

11. **Partial Condemnation.** If only a part of the demised premises shall be taken or condemned, that portion of the award which is attributable to the taking of **LESSOR'S** interest in the land shall belong to **LESSOR** and that portion of the award which is attributable to the taking of any improvements installed on the demised premises by **LESSEE** and the value of the unexpired term of this lease shall belong to **LESSEE**.

In the event the partial taking of the demised premises shall in the opinion of **LESSEE** interfere with the continued use of the demised premises as permitted by this Lease Agreement then **LESSEE** shall have the option of terminating this lease.

12. **Default and Termination.** **LESSOR** may terminate this Lease Agreement if **LESSEE** fails to fund or pay any monetary obligations hereunder when such funding or payment is due and such non-payment continues for fifteen (15) business days after notice of non-payment has been given to **LESSEE**. **LESSOR** may terminate this Lease Agreement if **LESSEE** fails to perform any other obligation created by this Lease Agreement and fails or refuses for sixty (60) days after notice of default has been given to **LESSEE** to take all steps necessary to cure and rectify such default to the reasonable satisfaction of **LESSOR**; provided, however, that to the extent a default is not reasonably susceptible of being cured within such sixty (60) day period, such cure period shall be extended for as long as necessary to complete such cure, but not to exceed an additional one hundred twenty (120) days for a total cure period of one hundred eighty (180) days, so long as **LESSEE** has commenced to cure during such sixty (60) day period and is diligently pursuing such cure to completion.

LESSOR shall have the option of terminating this Lease Agreement immediately upon written notice to **LESSEE** due to (i) the insolvency of **LESSEE** or the execution of an assignment for the benefit of creditors, (ii) the filing by **LESSEE** for reorganization under any law relating to bankruptcy or insolvency, which is not dismissed within sixty (60) days from the date of filing, (iii) the appointment of a receiver or trustee to take possession of substantially all of **LESSEE'S** assets located upon the demised premises, (iv) any representation or warranty of **LESSEE** contained in this Lease Agreement shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made, or (v) the cessation of operational activities by **LESSEE**, including but not limited to, vacating or abandoning the demised premises for a period of ten (10) consecutive days or more. Any and all other notices of default except as provided herein are waived by **LESSEE**.

LESSEE shall have the right to terminate the Lease should in the LESSEE'S sole determination that the Lease is no longer economically viable due to the imposition of Additional Rent arising from the terms and conditions in the Lease, more expressly in Section 5. Agreement to Pay Additional Rent. Lessee shall give at least 120 days notice under this provision.

13. **Site Inspections.** **LESSOR** shall have the right, through its authorized employees or agents, to inspect the demised premises from time to time to determine if it is being utilized and maintained in accordance with this Lease Agreement. Upon reasonable notice to **LESSEE**, **LESSOR** will be allowed ready entry and access to all improvements, premises and areas of the demised premises in order to conduct such inspections. The cost of any such inspections shall be **LESSOR'S**.

14. **Delivery at End of Lease.** **LESSEE** agrees to deliver up said premises to **LESSOR** at the expiration of this lease in a condition equal to or better than that which exists at the commencement of this lease.

15. **Insurance.** **LESSEE** will maintain the following minimum insurance coverage and furnish written evidence of such insurance to **LESSOR**:

(a) Commercial General Liability coverage for operation of the Premises in accordance with the use clause Section 2, with limits of a minimum of $1,000,000 single limit per occurrence/$2,000,000 annual aggregate premises/operations coverage; $2,000,000 Products/Completed Operations Aggregate; $2,000,000 Personal and Advertising Injury; $100,000 Fire Damage (any one fire); $5,000 per person medical payments. Coverage is to be included for invitees and visitors. Shelby County, its elected officials, appointees, agents and employees will be included as additional insureds.

(b) Business Automobile Liability - minimum limit of $1,000,000 for any one accident or loss on all owned, hired and non-owned autos.

(c) Worker's Compensation and Employers Liability Coverage as required by Tennessee statutes.

(d) Excess or Umbrella Liability in a limit of no less than $2,000,000 each occurrence/$2,000,000 aggregate.

(e) **LESSEE** will maintain all risk property insurance on any buildings, improvements and fixtures within the demised premises for their full replacement value. **LESSEE** will maintain all risk property insurance on its business personal property and improvements and betterments thereto. **LESSEE** will be responsible for paying its deductible, if applicable.

LESSEE will require all permitted sub-lessees, contractors (construction or otherwise) or vendors it engages, to carry and maintain during the term of their said engagement the insurance specified in subparagraphs A, B and D above, and where relevant the insurance coverage specified in subparagraph C above. The policies shall provide for a thirty (30) day notice of cancellation to **LESSOR** and replacement policies shall be delivered at least thirty (30) days prior to the expiration of current policies.

16. **Indemnity.** **LESSEE** shall be in exclusive control and possession of the demised premises. **LESSOR** shall not be liable for any loss, injury, death, or damage whatsoever to any persons or property that at any time may be suffered or sustained by **LESSEE** or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises. **LESSEE** shall to the extent permitted by law indemnify, hold harmless and defend **LESSOR**, its agents, employees and elected officials (with counsel approved by and acceptable to **LESSOR**) against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. **LESSEE** waives all claims against **LESSOR** for all such loss, injury, death and damage. **LESSEE** shall indemnify, hold harmless and defend **LESSOR** for clean-up of hazardous waste or damages or injury of property not caused by **LESSOR**. **LESSEE** waives all claims against **LESSOR** for damages to improvements that are now on or hereafter placed or built on the demised premises or about the demised premises and to the property of **LESSEE** in, on, or about the premises, for injuries to persons or property in or about the demised premises, from any cause arising at any time. The provisions in this

Lease permitting **LESSOR** to enter and inspect the Leased Premises shall not in any way limit, reduce or restrict **LESSEE'S** obligations under this Section.

LESSOR shall have no obligation for the payment of any judgments or the settlement of any claims against **LESSEE** or its subcontractors, agents or employees as a result of or relating to **LESSEE'S** obligations under this Agreement.

LESSEE shall immediately notify **LESSOR**, c/o Shelby County Finance, Suite 1150, 160 N. Main Street, Memphis, Tennessee 38103 and Contracts Administration, Shelby County Government, 160 North Main, Suite 550, Memphis, TN 38103, of any written claim or suit made or filed against **LESSEE** or its subcontractors, agents or employees regarding any matter resulting from or relating to **LESSEE'S** obligations under this Agreement, and will cooperate, assist, and consult with **LESSOR** in the defense or investigation of any written claim, suit or action made or filed against **LESSOR** as a result of or relating to **LESSEE'S** performance under this Agreement.

17. **Hazardous Substances.**

(a) The term "*Hazardous Substances,"* as used in this Lease, shall mean any regulated, hazardous or toxic substances, products, materials or wastes, including, but not limited to, (i) those substances, products, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR § 302.4) and amendments thereto, (ii) any substance, product, material or waste designated as a "Hazardous Substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251, et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), or any amendments thereto, (iii) any substance, product, material or waste designated as a "Hazardous Waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), or any amendment thereto (iv) any substance, product, material or waste defined as a "Hazardous Substance" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq.), or any amendment thereto,, (v) any oil or oil product as defined by the Oil Pollution Act of 1990 (33 U.S.C. § 2701, et seq.), or any amendment thereto, (vi) any substance, product, material or waste defined as a "gas," a "liquefied natural gas," or a "hazardous liquid" (including petroleum or a petroleum product) pursuant to the Pipeline Safety Act (49 U.S.C. § 60101, et seq.), and (vii) any substance, material, product or waste (including, without limitation, asbestos, petroleum, petroleum products, and raw materials which include hazardous, toxic or regulated constituents), the release, discharge, removal, remediation, disposal or use of which is restricted, regulated, controlled, proscribed, prohibited or penalized by any "Environmental Law."

(b) The term "Environmental Law," as used in this Lease, shall mean any federal, State or local law, regulation or ordinance relating to health, safety, pollution or protection of the

environment, whether existing as of the date hereof, previously enforced, or subsequently enacted. The term "Hazardous Substance" shall include and mean "Regulated Substance."

(c) If any Hazardous Substances are spilled, released or otherwise discovered on the demised premises or any property outside of the demised premises as a result of **LESSEE'S** Permitted Use as defined in Paragraph 2 herein, then it shall be **LESSEE'S** responsibility to promptly investigate, remove and/or remediate such Hazardous Substances if such investigation, removal and/or remediation is required by applicable law and the governmental agency having jurisdiction thereof. **LESSEE** shall have a reasonable time to perform such work, but if **LESSEE** fails or refuses to do so, then **LESSOR** shall have the right (but not the duty) to perform such work on the demised premises or the property outside of the demised premises with respect to the Hazardous Substances and to charge the reasonable cost of the same to the **LESSEE.**

(d) LESSOR and **LESSOR'S** agents and representatives shall, subject to compliance with all federal, state and local safety requirements, have the right to enter into or upon the demised premises, or any part thereof, for the purpose of examining same, including but not limited to, the right to test for Hazardous Substances on or under the surface of the property consisting of the demised premises. **LESSEE** shall have the right to receive split samples of any sampling matter to be tested by **LESSOR** which split samples will be analyzed by **LESSEE** at **LESSEE'S** expense.

(e) If **LESSOR** or **LESSEE** discovers any Hazardous Substances on the demised premises or emanating from operations conducted within the demised premises, it will promptly notify the other party of the details of such discovery and the Hazardous Substances.

(f) LESSEE hereby agrees that (i) no activity will be conducted on the demised premises by **LESSEE**, its agents, employees, licensee, invitees or any other party entering the demised premises without the consent or knowledge of **LESSEE** during the term hereof that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of normal business activities provided said activities are conducted in accordance with governing Environmental Laws; (ii) the demised premises will not be used by **LESSEE**, its agents, employees, licensee, invitees or any other party entering the demised premises without the consent or knowledge of **LESSEE** during the term hereof in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of **LESSEE'S** business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location in compliance with governing Environmental Laws; (iii) no portion of the demised premises will be used by **LESSEE**, its agents, employees, licensee, invitees or any other party entering the demised premises without the consent or knowledge of **LESSEE** during the term hereof as a landfill or dump; (iv) **LESSEE**, during the term hereof, shall have the express right to install, remove and/or relocate, from time to time, underground pipelines and associated equipment provided such work is performed in accordance with governing Environmental Laws; (v) **LESSEE** will not during the term hereof

allow any surface or subsurface condition to exist or to come into existence that constitutes, or with the passage of time may constitute, a public or private nuisance; (vi) **LESSEE** will not during the term hereof permit any Hazardous Substances to be brought onto, stored, processed, disposed of on, released, discharged from or otherwise handled on the demised premises (including ground water contamination), except for the activities and Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal in compliance with governing Environmental Laws, and all required cleanup procedures shall be diligently undertaken pursuant to governing Environmental Laws.

(g) Upon the expiration or termination of the term of this Lease **LESSEE** at its own expense, hereby agrees to comply with all applicable Environmental Laws including required cleanup procedures, if any, which shall be diligently undertaken, in compliance with the governmental agency having jurisdiction thereof.

(h) Any rights or remedies available to Landlord under this Lease shall be in addition to any rights or remedies available to **LESSOR** under any Environmental Laws

18. **Actions of Mayor and Board of Commissioners.** No provision herein shall in any way whatsoever be interpreted or construed as restricting or prohibiting the Mayor and/or Board of Shelby County Commissioners from taking any action or passing any resolution or ordinance or their failing to take any action or passing any resolution that they deem to be in the best interests of Shelby County or citizens thereof, or otherwise carrying out their lawful duties.

19. **Representations and Warranties.** Each party represents to the other with respect to itself that the execution and performance of this Lease Agreement has been duly authorized by all necessary resolutions and corporate or partnership or other such action, and this Lease Agreement constitutes the valid and enforceable obligations of **LESSOR** and **LESSEE**.

LESSEE certifies that it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

LESSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **LESSEE**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for **LESSEE** any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **LESSOR** will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

20 **Subletting and Assignment.** **LESSOR** shall have the right to approve in its sole discretion each proposed assignee or sub-lessee on the basis of experience, reputation and financial strength. No subletting, assignment or transfer shall be effective unless approved in writing by **LESSOR** and shall not relieve **LESSEE** from performance of its duties under this Agreement.

21. **Notices.** All notices and approvals required or permitted hereunder shall be written and shall be delivered by a nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the following addresses or such other addresses of which any of the; parties shall give notice from time to time during the term hereof:

If to **LESSOR**:
Administrator, Contracts Administration/Asst. County Attorney
Shelby County Government
160 N. Main Street, Suite 550
Memphis, TN 38103
Phone: (901) 545-4360

If to **LESSEE**:
D. Curtis Wegener
4728 Spottswood #207
Memphis, TN 38117
Phone: (901) 683-6837

22. **Choice of Law.** This Lease Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Lease Agreement, **LESSEE** agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Lease Agreement will be instituted and litigated in the Courts of the State of Tennessee, or in the United States District Court, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Lease Agreement submit to the jurisdiction of such courts in Shelby County, Tennessee.

23. **Act of God.** No party shall be liable to any other party or parties for any delay or damage or any failure to act (other than payment of money) as a result of strikes, acts of God or other causes beyond the control of the parties, and delay as a result of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement.

24. **Unenforceability.** If any provision of this Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Lease Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.

25. **No Waiver.** No waiver of any default of **LESSOR** or **LESSEE** hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by **LESSOR** or **LESSEE** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

26. **Approvals.** In all instances referenced in this Lease Agreement in which an approval of

one party is required, such approval shall be neither unreasonably withheld, delayed nor conditioned.

27. **Relationship.** Nothing in this Lease Agreement shall be deemed to create a joint venture or partnership between or among any of the parties.

28. **Successors.** The provisions of this Lease Agreement shall extend to and be binding upon **LESSOR** and **LESSEE** and their respective legal representatives, successors and assigns.

29. **Headings.** The headings used in this Lease Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. **Memorandum of Lease.** The parties hereto contemplate that this Lease Agreement may be recorded for the purpose of giving public notice of the appropriate provisions of this Lease.

31. **Amendment.** This Lease Agreement may be modified only by amendment made in writing and signed by both parties.

32. Non-Discrimination. The LESSEE hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the LESSEE 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 LESSEE shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

33. 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.

34. Entire Agreement. This Lease Agreement contains the entire understanding among the parties with respect to the demised premises and there are no other promises or conditions in any other agreements between the parties, whether oral or written, related to the demised premises. This Lease Agreement supersedes any prior written or oral agreements between or among all or any of the parties with respect to the demised premises which continue to govern the rights and obligations of the parties with respect to the demised premises.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, has executed this Lease Agreement. On behalf of **LESSOR**, affixing thereto of the signature of the Mayor of Shelby County Government, the said Mayor being authorized so to do pursuant to and in accordance in with the approval of the Shelby County Board of Commissioners, on the ____ day of _____, 2009, in Resolution # _____.

LESSEE: D. CURTIS WEGENER

By: _____
D. Curtis Wegener

LESSOR: COUNTY OF SHELBY

By: _____
A C Wharton, Jr., County Mayor

Approved as to Form:

By: _____
Assistant County Attorney

Other County Approvals:

By: _____
Director of Public Works

By: _____
Land Bank Administrator

By: _____
County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR.**, **Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the County of Shelby, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared, **D. CURTIS WEGENER**, with whom I am personally Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **D. CURTIS WEGENER**, with whom I am personally acquainted (or who has proven to me on the basis of satisfactory evidence), and who, upon **his** oath, acknowledged **himself** to be the person described in and who executed the foregoing instrument, and further acknowledged that **he** executed the same as **his** free act and deed..

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2009.

_____
Notary Public

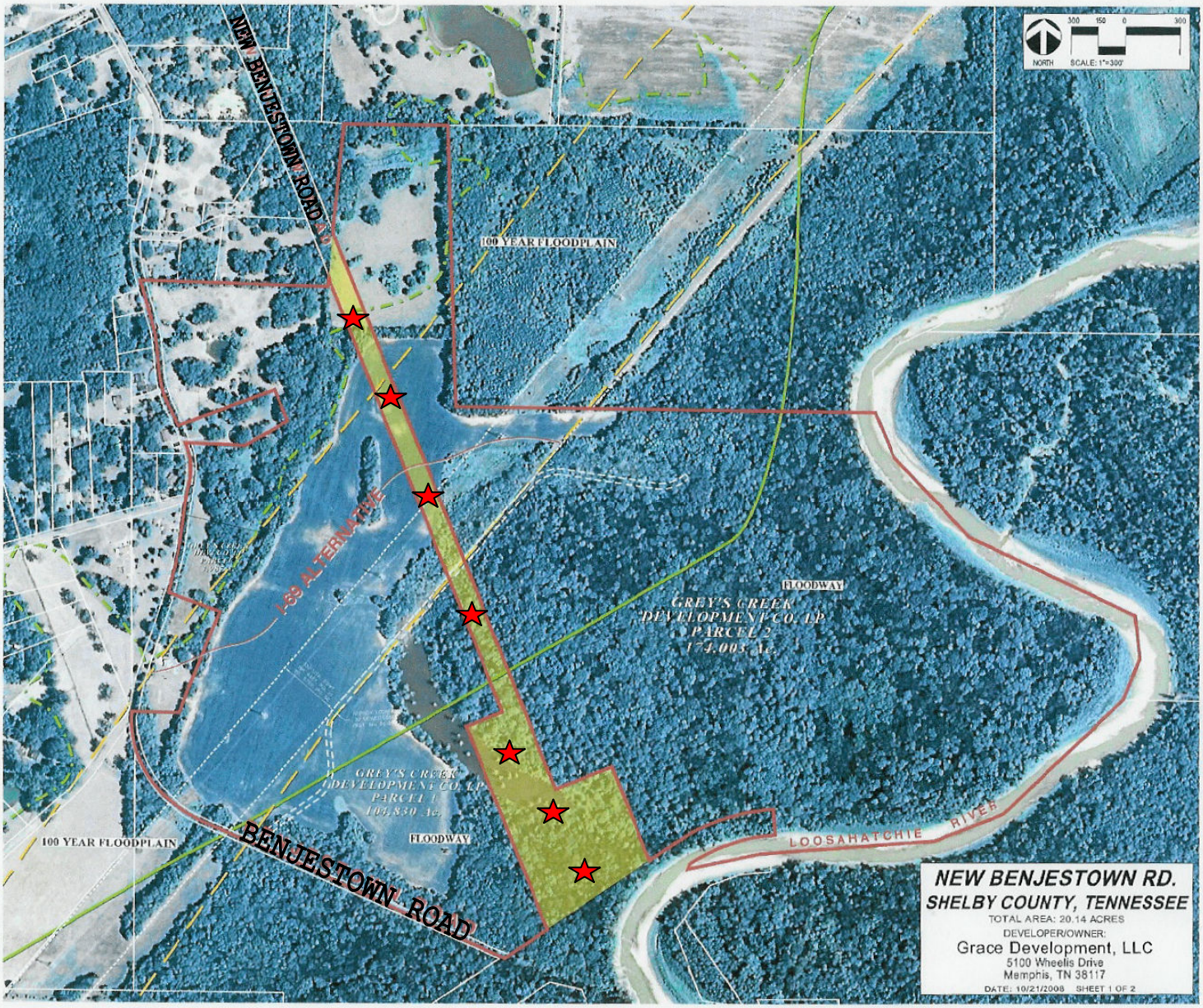
MY COMMISSION EXPIRES:

_____

EXHIBIT "A"

Commencing at a set cotton picker spindle in the centerline of existing pavement of Benjestown Road, said point being located in the south line of the Robert Leon Wardlow and wife, Barbara Ann Wardlow property recorded in Instrument No. E9-6261; thence south 88 degrees 50 minutes 56 seconds east with the south line of the Carl D. McDougle and wife, Jacqueline McDougle property recorded in Instrument No. EY-7583 and with the south line of the Robert Leon Wardlow and wife Barbara A. Wardlow property recorded in Instrument No. BT-6306, 1029.56 feet to a found iron pin; thence north 05 degrees 06 minutes 33 seconds east with the east line of said property recorded in Instrument No. BT-6306, 52.64 feet to a set ½" rebar with plastic cap in the west line of New Benjestown Road as described in Instrument No. K7-2892 and said point being **THE POINT OF BEGINNING;** thence north 05 degrees 06 minutes 33 seconds east 244.38 feet to a point in the east line of New Benjestown Road; thence southeastwardly with the east line of said New Benjestown Road the following calls: south 22 degrees 41 minutes 49 seconds east, 3266.06 feet; north 67 degrees 18 minutes 11 seconds east, 333.00 feet; south 22 degrees 41 minutes 49 seconds east, 551.98 feet to a point; thence south 55 degrees 18 minutes 14 seconds west, 674.74 feet to a point in the west line of New Benjestown Road; thence northwestwardly with the west line of said New Benjestown Road the following calls: north 22 degrees 41 minutes 49 seconds west, 1192.26 feet; north 67 degrees 18 minutes 11 seconds east, 213.00 feet; north 22 degrees 41 minutes 49 seconds west, 2549.89 feet to **THE POINT OF BEGINNING** and containing 877,106.88 square feet or 20.14 acres of land, more or less.

EXHIBIT "B"


NEW BENJESTOWN ROAD
100 YEAR FLOODPLAIN
I-69 ALTERNATIVE
FLOODWAY
GREY'S CREEK DEVELOPMENT CO. LP PARCEL 2 174.003 Ac.
GREY'S CREEK DEVELOPMENT CO. LP PARCEL 1 103.830 Ac.
FLOODWAY
100 YEAR FLOODPLAIN
BENJESTOWN ROAD
LOOSAHATCHIE RIVER
NORTH
SCALE: 1"=300'
NEW BENJESTOWN RD.
SHELBY COUNTY, TENNESSEE
TOTAL AREA: 20.14 ACRES
DEVELOPER/OWNER:
Grace Development, LLC
5100 Wheelis Drive
Memphis, TN 38117
DATE: 10/21/2008 SHEET 1 OF 2

ITEM LANGUAGE: Resolution approving the lease of 20.14 acres of unimproved Benjestown Road right-of-way to D. Curtis Wegener to use in conjunction with his operation of a hunting club and authorizing the Shelby County Mayor to execute the Lease Agreement. Sponsored by Commissioner Wyatt Bunker.
ITEM ID: 668

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STEP: Originator
DATE: 5/1/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Assistant Dept Head
DATE: 5/7/2009
APPROVER: tom.moss
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 5/11/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 5/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/11/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/11/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/11/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/11/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

ITEM NO. _____ PREPARED BY: Diep Tran

COMMISSIONER _____ APPROVED BY: _____

RESOLUTION APPROVING EXPENDITURE OF FUNDS IN THE AMOUNT NOT TO EXCEED $200,000.00 FOR AMERICANS WITH DISABILITIES ACT (ADA) UPGRADES IN VARIOUS SHELBY COUNTY GOVERNMENT FACILITIES; AND THIS ITEM REQUIRES EXPENDITURE OF COUNTY CIP FUNDS IN THE AMOUNT OF $200,000.00 FROM THE FY 2008-2009 BUDGET FOR CIP NUMBER 101710, OFFICE BUILDINGS. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, The Americans with Disabilities Act (ADA) of 1990, which went into effect on January 26, 1992, was enacted to protect the civil rights of people with disabilities; and

WHEREAS, All public agencies are required to complete several administrative measures to ensure compliance with the ADA; and

WHEREAS, The ADA requires that Shelby County Government modify, as soon as feasible, any facilities that are determined to be inconsistent with ADA requirements; and

WHEREAS, Inconsistencies with ADA requirements have been identified in various Shelby County Government facilities as outlined in Exhibit A which is incorporated herein by reference; and

WHEREAS, Shelby County Government been taking steps to comply with the Regulations since the Bill was enacted in 1992, as funds became available for the various projects; and

WHEREAS, Funds are available in CIP Project Number 101710, Office Buildings; and

WHEREAS, It is necessary to appropriate funds in the amount not to exceed $200,000.00 for these various ADA upgrades as outlined in Exhibit A; and

WHEREAS, Shelby County will perform the upgrades for this Resolution in-house, and contract for specialty services and materials as necessary.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds in the amount not to exceed $200,000.00 for ADA upgrades in various Shelby County Government facilities is hereby approved.

BE IT FURTHER RESOLVED, That funds in the amount not to exceed $200,000.00 be and are hereby appropriated from CIP Project Number 101710, Office Buildings.

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 Contracts Administration and 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 $200,000.00 to various vendors 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 _____

SUMMARY

I. Description of Item

The Americans with Disabilities Act (ADA) of 1990, which went into effect on January 26, 1992, was enacted to protect the civil rights of people with disabilities. According to ADA, Shelby County Government is required to modify, as soon as feasible, any facilities that are determined to be inconsistent with ADA requirements. Support Services has identified several facilities as outlined in Exhibit A that have compliance issues with ADA. This resolution is part of a multi-year approach toward achieving ADA compliance in all SCG facilities. ADA upgrades funded by this resolution will be in the Shelby County Administration Building and the Shelby County Office Building. It is necessary to appropriate funds in the amount not to exceed $200,000.00 to fund the various ADA upgrades scheduled for FY 2008-2009.

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

FY 2008-2009 CIP PROJECT NO. 101710, OFFICE BUILDINGS

Original Allocation	$1,100,000.00
Prior Appropriations – Other Resolutions	(0.00)
Pending Appropriations – Other Resolutions	(0.00)
Unappropriated Balance	$1,100,000.00
This Appropriation	(200,000.00)
Unappropriated Balance, if Approved	$900,000.00

B. All Costs (Direct/Indirect)

160 N. Main – 1st Floor restrooms	$50,000.00
157 Poplar – 1st Floor restrooms	$150,000.00
Total Projected Expense	$200,000.00

C. Additional or Subsequent Obligations or Expenses of Shelby County

None.

III. Contract Items

Contracts for materials and certain specialty services will be executed on an as-needed basis for items and services which are unavailable in-house.

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this Resolution.

EXHIBIT A

ADA UPGRADES

160 N. Main – 1st Floor restrooms	$50,000.00
157 Poplar – 1st Floor restrooms	$150,000.00
Total Projected Expense	$200,000.00

Note: In the event that the total expenses for the above-referenced projects are less than preliminary estimates, the Administration reserves the right to redirect residual funds to address ADA upgrades in other County facilities.

ITEM LANGUAGE: RESOLUTION APPROVING EXPENDITURE OF FUNDS IN THE AMOUNT NOT TO EXCEED $200,000.00 FOR AMERICANS WITH DISABILITIES ACT (ADA) UPGRADES IN VARIOUS SHELBY COUNTY GOVERNMENT FACILITIES; AND THIS ITEM REQUIRES EXPENDITURE OF COUNTY CIP FUNDS IN THE AMOUNT OF $200,000.00 FROM THE FY 2008-2009 BUDGET FOR CIP NUMBER 101710, OFFICE BUILDINGS. SPONSORED BY COMMISSIONER WYATT BUNKER
ITEM ID: 677

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STEP: Originator
DATE: 5/7/2009
ORIGINATOR: diep.tran Phone Number:545-5274
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/7/2009
APPROVER: melvin.booth Phone Number:545-4460
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 5/11/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 5/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/11/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/11/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/11/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To A&F Director

STEP: A&F Director
DATE: 5/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/11/2009
APPROVER: jim.huntzicker

DECISION: APPROVED

Item no _____ Prepared by Brian Harder

Approved by _____

RESOLUTION TO AMEND THE FY2009 OPERATING BUDGET FOR THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION TO RECOGNIZE AND EXPEND DEFERRED REVENUE FROM FY2008. SPONSORED BY COMMISSIONER WYATT BUNKER

WHEREAS, Shelby County records revenues and expenditures for its 50% share of activity of the Memphis and Shelby County Port Commission, a joint venture with the City of Memphis; and

WHEREAS, payments from the City of Memphis for the activity recorded in fiscal year 2008 were delayed, resulting in Shelby County deferring revenue in the amount of $789,287; and

WHEREAS, Shelby County received the delayed payment in fiscal year 2009 and will recognize the revenue in the current fiscal year; and

WHEREAS, the County's share of Port Commission revenue for fiscal year 2009 is expected to exceed the amount budgeted by up to $200,000; and

WHEREAS, Shelby County has issued debt on behalf of the Memphis and Shelby County Port Commission and Shelby County is required to use the net revenues received from the Memphis and Shelby County Port Commission to repay that debt; and

WHEREAS, the fiscal year 2009 budget needs to be amended to include the additional recognized revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the Shelby County FY2009 Operating Budget for the Memphis and Shelby County Port Commission is hereby amended per Exhibit A, which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the transfer from the General Fund to the Debt Service Fund of $989,287 is hereby appropriated.

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 _____

EXHIBIT A

Memphis-Shelby County Port Commission
Division of Public Works
Fiscal Year 2009

Account Number	Account Name	Current Budget	Proposed Adjustment	Revised Budget
010-301701-4260	Rental Income	(1,045,515)	(989,287)	(2,034,802)
010-301701-6066	Port Commission Expense	500,000	-	500,000
010-301701-9846	Transfer To Debt Service Fund	545,515	989,287	1,534,802
	NET OPERATING EXPENSES	**-**	**-**	**-**

ITEM LANGUAGE: Resolution to amend the FY2009 operating budget for the Memphis and Shelby County Port Commission to recognize and expend deferred revenue from FY2008. Sponsored by Commissioner Wyatt Bunker
ITEM ID: 685

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STEP: Originator
DATE: 5/15/2009
ORIGINATOR: raymond.pipkin Phone Number:545-3174
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/15/2009
APPROVER: mike.swift Phone Number:545-4449
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/18/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/18/2009
APPROVER: tamara.knox
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/18/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/18/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO Designee
DATE: 5/20/2009
APPROVER: grace.hutchinson
DECISION: APPROVED

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 $2,130,690.00 AND THIS ITEM REQUIRES THE EXPENDITURE OF STATE GAS TAX FUNDS IN THE AMOUNT OF $1,130,690.00, AND EXPENDITURE OF GENERAL FUNDS IN AN AMOUNT OF UP TO $1,000,000.00. SPONSORED BY COMMISSIONER WYATT BUNKER.

WHEREAS, Shelby County, through Fleet Services, currently operates two fuel service stations for Shelby County Government; and

WHEREAS, The Shelby County Sheriff's Department desires to purchase gasoline and diesel from Fleet services to supply its needs, and

WHEREAS, Fuel availability is critical for routine services and to many Shelby County Departments and agencies which are involved in service delivery during times of emergencies; and

WHEREAS, The County historically uses approximately 175,000 gallons of fuel per month for said services, thus creating a need to purchase gasoline and diesel fuel for the various departments; and

WHEREAS, Shelby County formerly operated from the City of Memphis petroleum contract; and

WHEREAS, In, December 2008, Memphis rebid the contract and Shelby County was unable to meet the terms of their new vendor thus requiring Shelby County to seek a new vendor; and

WHEREAS, Sealed bids were requested and received December 12, 2008, with the lowest and the best bid meeting specifications being submitted by AVPOL International, LLC in the total estimated annual amount of $2,130,690.00; 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; and

WHEREAS, Funds are appropriated from the FY 2008-2009 O & M account number 071-301902-6060 Roads and Bridges Department-Fleet Services, Petroleum Products under the former contract.

WHEREAS, Funds are appropriated from the FY 2008-2009 O & M account number 031-610202-6060 Shelby County Sheriff's Department, Petroleum Products under the former contract.

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 $2,130,690.00 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 and FY 2008-2009 O & M account number 031-610202-6060 Shelby County Sheriffs Department, Petroleum Products, subject to availability of funds at the time of purchase order is issued.

BE IT FURTHER RESOLVED, That the additional renewals for the purchase of gasoline and diesel fuel with AVPOL, International, LLC, 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 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 $2,130,690.00, 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 175,000 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 $2,130,690.00 covers the FY 2008-2009 year at the estimated quantity of 175,000 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
$1,000,000.00 from General Fund for Sheriff's Department

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.

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 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 $2,130,690.00 And This Item Requires The Expenditure Of State Gas Tax Funds In The Amount Of $1,130,690.00, And Expenditure Of General Funds In An Amount Of Up To $1,000,000.00. Sponsored By Commissioner Wyatt Bunker.
ITEM ID: 690

==========

STEP: Originator
DATE: 5/19/2009
ORIGINATOR: cindy.kirkland Phone Number:379-4419
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/19/2009
APPROVER: carolyn.benson Phone Number:379-4414
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/20/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/20/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/20/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/20/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/20/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/20/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Shelby County Government

A C Wharton, Jr.
Mayor

April 20, 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 Memphis and Shelby County Electrical Code Board, I hereby nominate Claud O. McCrory III and Chet A. Kibble Sr. for reappointment to the above-mentioned board. Term of Service is retroactive to August 5, 2008, expiring August 5, 2011.

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 two members to the Memphis and Shelby County Electrical Code 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 members of the Memphis and Shelby County Electrical Code Board are appointed for a term of three years. Mr. Kibble and Mr. McCrory have been a members since August 25, 2003.

Board Members

Appointments	Resolution Date	Expire Date	Member Since	Race	Term
M/SC Electrical Code Board					
Mr. A.B. Haines, Jr.	11/20/2006	08/06/2009	03/26/1984		
Mr. Chet Kibble, Sr.	11/20/2006	08/05/2008	08/25/2003		
Mr. Claud McCrory, III	11/20/2006	08/05/2008	08/25/2003		
Mr. James Weatherington	11/20/2006	08/06/2009	03/26/1984		

ATTENDANCE RECORD 2008-2009

MEMPHIS AND SHELBY COUNTY
ELECTRICAL ADVISORY BOARD

	JAN 2008	FEB 2008	MAR 2008	APRIL 2008	JUNE 2008	JULY 2008	SEPT 2008	NOV 2008	JAN 2009	MAR 2009
CHET KIBBLE	ABSENT	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	ABSENT	ABSENT
CLAUD MCCRORY	ABSENT	ABSENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	MEDICAL-ABSENT	PRESENT	PRESENT

Board/Commission

Division of County Government

Name: Claud O. McCrory III

Date of Birth: August 4, 1936 Race W M X F

Business Name: McCrory Electric Co.

Business Address: 2891 Walnut Grove Rd Zip: 38111 Phone 901-324-8837

E-mail comaciii@bellsouth.net Fax 901-324-8839

Education: BSEE

Name of Spouse: Rebecca Ann Number of Children 3

Home Address: 1161 Cotton Hill Zip 38017 Phone 854-6241

Resident of Shelby County 67 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.

McCrory Electric Co., Inc. provides services to Shelby County Government.

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

Claud Lyn McCrory employed by McCrory Electric Co.

Cynthis Dulin- Unemployed; Charlene Chapman- Teacher in Virginia

Signature

4/15/09

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 Christian Motorcyclist Association
2 National Electric Contract Association
3 Shelby County Contractor Association
4 Tennessee Fly Fisherman Association
5 Tennessee Society of Professional Engineers
6 Mid-South Electrical Industry Association
7 BICSI Low Voltage Association
8

List below any of the aforementioned clubs of which you belong that do not have female members.

1 NONE
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 NONE
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: Claud O. McCrory III
(Print Name)

Signature: Claud O. McCrory III

Date: 04/15/09

4/2/2008

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**

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**

04/15/2009 12:40 9013248839 MCCRORY ELECTRIC CO PAGE 05/06

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.**

_____ _____

Signature **Date**

_____

Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

04/15/2009 12:40 9013248839 MCCRORY ELECTRIC CO PAGE 06/06

Claud O McCrory III **President McCrory Electric Company**

Was born in Shelby County in August of 1936. Attended Memphis City Schools and graduated from Messick High School. Graduated from the University of Tennessee with a BSEE. Elected to the student chapter of the Electrical Engineering Honor Society. Was employed as a Microwave Communication System Engineer with Collins Radio Systems for six years. All other adult employment has been with McCrory Electric Company in Memphis Tennessee. Holds Professional Engineers registration in the states of Tennessee and Texas, is a Registered Communications Distribution Designer (RCDD) by BICSI and was a Charter Member of the Fiber Optic Association, Inc. He is a past president and current Governor of the National Electrical Contractor Association Memphis Chapter. He is a member of the National Society of Professional Engineers, The Instrument Society of America, and is a current member of the Memphis Electrical Code Advisory Board. He holds Master Electrician Licenses in several states and was recently voted into the Academy of Electrical Contractors, a national honor society for Electrical Contractors.

Board/Commission

Division of County Government

Name: Chet A. Kibble Sr.

Date of Birth: 7/4/52 Race Black M ✓ F

Business Name:

Business Address: Zip: Phone

E-mail ChetN Sherry@Bellsouth.net Fax

Education:

Name of Spouse: Sherry Number of Children 2

Home Address: 3229 Lakeview Rd Zip 38116 Phone 396-5035

Resident of Shelby County 36 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.

Environmental Technical Services

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

Sherry Kibble - North West - Pinnacle

Chet A. Kibble Sr.
Signature

4/9/09
Date

(For Office Use Only)
Attendance Record (if applicable)
No. of Meetings ___ No. Attend ___ No. Absent ___
Disposition:
Approval ___ Resolution ___ Item # ___

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 NA
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: Chet A. Kibble Sr
(Print Name)

Signature: Chet A. Kibble Sr.

Date: 4/09/09

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**
   Chet A. Kilbble Sr.

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.**

Chet A Kibble Sr. — **Signature**

4/09/09 — **Date**

Chet A. Kibble Sr. — **Print Name**

A copy of your completed form will be placed on the Shelby County Internet website.

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 NA
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 NA
2
3
4

Resume (Overview)
Chet A.Kibble SR CIAQT

I have been in the environmental inspection field since 1980 where I was the first Cross Connection Inspector representing Memphis Light Gas & Water, Shelby County Health Department and the City and County Plumbing department performing inspections on existing plumbing and new systems once they where in use to prevent backflow or backsiphonage poisonings and help identify and prevent legionnaire disease. Later becoming a Environmental cor-ordinator prior to retiring in 1999. I am a Certified Indoor air Quality Technician through Energy Engineers and the Indoor Air Quality Council along with being a Certified Environmental Inspector by the Environmental Assessment Association. I am a licensed Asbestos Inspector/Management Planner and a Contractor/supervisor in both Asbestos and lead, including being a licensed Lead Inspector/Assessor & Project designer, and radiation officer licensed by the State of Tenn.

I have licenses as a Commercial, Industrial & Residential Contractor, Plumbing Contractor, Mechanical (HVAC) Contractor as well as being a Certified Lead abatement and Asbestos Abatement Company in Tenn.

State Technical Institute. Major: Mechanical Engineering
Memphis TN 1975-1978

Shelby State Community college. Major Transportation Management-Memphis TN. 1973-1975

Employment:
Lemoyne Owen College C.D.C.
Consultant - Program Manager State approved Lead Training
2001 - Present
Manage and instruct Environmental training.

Lemoyne Owen College C.D.C.
Construction & environmental manager
2000 -2001
Coordinate new construction and run training programs.

Memphis Light Gas & Water Division (MLGW) TN 38101

Chet A Kibble Sr. CIAQT
3229 Lakeview Road- Memphis TN 38116

Education
University of Memphis. Major: Management
Memphis TN 1981-84

State Technical Institute. Major: Mechanical Engineering
Memphis TN 1975-1978

Shelby State Community college. Major Transportation
Management-Memphis TN. 1973-1975

Employment
Lemoyne Owen College C.D.C.
Consultant - Program Manager State approved Lead Training
2001 - Present
Manage and instruct Environmental training.

Lemoyne Owen College C.D.C.
Construction & environmental manager
2000 -2001
Coordinate new construction and run training programs.

Memphis Light Gas & Water Division (MLGW) TN 38101
Environmental Coordinator
1992-1999 (retired)
Responsible for environmental training and record keeping along with on site inspections and removal of hazardous material. Implemented environmental polices. designed the procedures used in collection and shipment of hazardous material such as lead.

Recycling Foreman
1996 - 1999
designed procedures for recycling department and trained personnel in the recycling processes. Researched various forms of recycling on material used at MLGW as well as waste.

Stores Foreman
1987-1996
Issued all material needed for utility construction and maintenance. Maintained gas service stations for crews. Trained, directed and supervised storeroom employee's.

Cross connection representative
1981-1987

Tennessee License 497. This position represented the City and County Health Department, City and County Plumbing Dept. and MLGW to form the Cross Connection Board. Performed inspections of the plumbing system on all commercial buildings put in service before the new plumbing regulations of 1981. Inspected new buildings once they where put into use. Upon completion of inspections. Any needed corrections where specified to the plumbing system in order to prevent back flow & Back siphonage along with changing any operation that violated health or plumbing codes.

Body Repairman Heavy Equipment
1974 - 1981
Responsible for welding,painting, hydraulics, electric wiring and body work and truck construction such as cranes and bucket trucks.

YWCA Of Greater Memphis
Instructor
1996-1998
Conducted pre training for EPA lead training for section 3 people, becoming Lead contractors, supervisors and workers.

Hutco Construction
1997-1998
Supervised lead abatement and designed lead procedures using section 3 trainees.

A.H.Reppert- Richmond. VA
EPA Instructor
1996-2000
Instructed lead supervisors, workers, and inspectors in EPA certified training for the state of VA.

State Technical Institute- Memphis TN.
Instructor
1983 - 1987
Trained plumbers and maintenance personnel on how to test and repair back-flow preventers.

Achievements

- Recipient of the 1997 T.H. Allen Award - MLGW
- Founder and President of Environmental Technical Services

- Radiation Officer - Environmental Technical Service
- Chairman of the Environmental Committee for the Empowerment Zone
- Mechanical Contractors License for the State of Tenn.
- Plumbing Contractor for the state of Tenn.
- Residential, Commercial and Industrial Contractors License for the State of Tenn.
- Certified Indoor Air Quality Technician (CIAQT)

Training

- Certified Lead Inspector -EPA and State
- " " " Project designer - State
- " " " Assessor - EPA and State
- " " " Supervisor _ EPA and State
- " " Asbestos Inspector - EPA
- " " " " Management Planner _ EPA
- " " " " Supervisor - EPA
- Executive Training Program (MLGW) 1992 - 1996
- Supervisor Training (MLGW)- (1/6/80 - 7/1/80)
- Radiation Training and Factory Training 1995
- Body Repairman Apprenticeship Program (MLGW) 1996 -1980
- Phase 1 Inspections 8/25/97
- Hazardous Waste Training (MLGW) 1993

ITEM#_____ **PREPARED BY:** Lois Riseling

APPROVED BY: Christy L. Kinard
Assistant County Attorney

RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF CLAUD O. MCCRORY, III AND CHET A. KIBBLE, SR. FOR REAPPOINTMENT TO THE MEMPHIS AND SHELBY COUNTY ELECTRICAL CODE BOARD. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Pursuant to the rules and regulations governing the members of the Memphis and Shelby County Electrical Code Board, in written correspondence to the Chairman of the Shelby County Board of Commissioners dated April 20, 2009, the County Mayor nominated Claud O. McCrory, III and Chet A. Kibble, Sr. 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 Memphis and Shelby County Electrical Code Board are appointed for a term of three (3) years upon approval by the Shelby County Board of Commissioners or until the appointment of their successors; and

WHEREAS, The term of service for Claud O. McCrory, III and Chet A. Kibble, Sr. should be retroactive to August 5, 2008, expiring August 5, 2011, for a term of three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the reappointment of Clauld O. McCrory, III and Chet A. Kibble, Sr. to the Memphis and Shelby County Electrical Code Board for the term listed above is with this Resolution approved 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 CLAUD O. MCCRORY, III AND CHET A. KIBBLE, SR. FOR REAPPOINTMENT TO THE MEMPHIS AND SHELBY COUNTY ELECTRICAL CODE BAORD. SPONSORED BY COMMISSIONER JOE FORD.
ITEM ID: 659

==========

STEP: Originator
DATE: 4/23/2009
ORIGINATOR: lois.riseling Phone Number:545-4666
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 4/23/2009
APPROVER: grace.hutchinson Phone Number:545-4429
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 4/24/2009
APPROVER: grace.hutchinson
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 4/27/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 4/27/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 4/27/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Assistant Finance Administrator
DATE: 4/29/2009
APPROVER: raymond.pipkin
DECISION: APPROVE - Send To CAO

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

Item _____ Prepared by: Kelley Thomas
Assistant County Attorney

Approved by: Brian Kuhn
County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12, SO AS TO ESTABLISH NON-DISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION. SPONSORED BY COMMISSIONER STEVE MULROY.

WHEREAS, Consistent with the power to regulate acts that could be detrimental to the welfare of the inhabitants of Shelby County; and

WHEREAS, It is important to ensure that Shelby County Government's employees and citizens of the community are not discriminated against based on Sexual Orientation or Gender Identity or Expression; and

WHEREAS, Based on the foregoing, Chapter 12 of the Shelby County Code of Ordinances should be amended to create a new article consisting of Sections 12-126 through 12-131 as more fully set forth below to prohibit discrimination based on Sexual Orientation or Gender Identity or Expression.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE,

that Chapter 12, of the Shelby County Code of Ordinances be and hereby is amended to create a new article to be entitled "Sexual Orientation; Gender Identity or Expression" and to include the following sections:

Section 12-126. Definitions:

For purposes of this article, 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:

Employer means any person, company or corporation that employs 15 or more individuals and is located in the unincorporated areas of Shelby County.

Gender Identity or Expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's gender at birth.

Sexual Orientation means a person's real or perceived sexual preference (i.e. heterosexuality, homosexuality, or bisexuality).

Section 12-127. Prohibition of discrimination based on Sexual Orientation or Gender Identity or Expression.

(a) Discrimination against any Shelby County Government employee based on Sexual Orientation, Gender Identity or Expression shall be prohibited.

(b) Discrimination by a contractor who contracts with Shelby County Government against a contractor's employee on the basis of Sexual Orientation or Gender Identity or Expression shall be prohibited.

(c) Discrimination by a private Employer in an unincorporated area of Shelby County against any person employed by such private Employer on the basis of Sexual Orientation or Gender Identity or Expression is prohibited, subject to the limitations in state law and the Shelby County Charter.

(d) The provisions of this article pertaining to contractors shall only apply to contracts with Shelby County Government for which an RFP, or any sealed bid or proposal is issued after July 1, 2009.

Section 12-128. Retaliation and discrimination barred.

It shall be unlawful to retaliate, discharge, demote, or take an adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of this article, for seeking or communicating information regarding rights conferred under this article, for exercising any other rights protected under this article, or for participating in any investigatory proceeding relating to this article.

Section 12-129. Monitoring.

(a) The Board of County Commissioners, through the Office of Equal Opportunity Compliance, shall monitor compliance with this article.

(b) Allegations of discrimination against contractors or private Employers doing business in Shelby County prohibited by this article may be reported to the Office of Equal Opportunity Compliance.

Section 12-130. Penalties.

(a) Debarment (or ineligibility) for three years.

In the event the Board of County Commissioners, based on recommendation by the Office of Equal Opportunity Compliance, determines that any contractor has intentionally violated the provisions of this article, the Board of County Commissioners shall notify the contractor of the violation and shall request the County Mayor cancel the contract in accordance with the termination provision of the contract and debar the contractor for a period of three (3) years.

(b) Civil remedies.

(1)Shelby County Government may pursue injunctive relief, and other such equitable relief as appropriate against the contractor or private Employer.

(2)The provisions of this article do not create a private right of action against Shelby County Government for such contractor or private Employer's violation of the provisions herein.

Section 12-131. County services and facilities.

County services and facilities shall be available without discrimination based on Sexual Orientation, or Gender Identity or Expression.

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

BE IT FURTHER ORDAINED, That this ordinance shall take effect pursuant to the 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: Kelley Thomas
Assistant County Attorney

Approved by: Brian Kuhn
County Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SHELBY COUNTY CODE OF ORDINANCES, CHAPTER 12, SO AS TO ESTABLISH NON-DISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION. SPONSORED BY COMMISSIONER STEVE MULROY.

WHEREAS, Consistent with the power to regulate acts that could be detrimental to the welfare of the inhabitants of Shelby County; and

WHEREAS, It is important to ensure that Shelby County Government's employees and citizens of the community are not discriminated against based on Sexual Orientation or Gender Identity or Expression; and

WHEREAS, Based on the foregoing, Chapter 12 of the Shelby County Code of Ordinances should be amended to create a new article consisting of Sections 12-126 through 12-131 as more fully set forth below to prohibit discrimination based on Sexual Orientation or Gender Identity or Expression.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE,

that Chapter 12, of the Shelby County Code of Ordinances be and hereby is amended to create a new article to be entitled "Sexual Orientation; Gender Identity or Expression" and to include the following sections:

Section 12-126. Definitions:

For purposes of this article, 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:

Employer means any person, company or corporation that employs 15 or more individuals and is located in the unincorporated areas of Shelby County.

Gender Identity or Expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned gender at birth.

Sexual Orientation means a person's real or perceived heterosexuality, homosexuality, or bisexuality.

Section 12-127. Prohibition of discrimination based on Sexual Orientation or Gender Identity or Expression.

(a) Discrimination against any Shelby County Government employee based on Sexual Orientation, Gender Identity or Expression shall be 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 Sexual Orientation or Gender Identity or Expression.

(b) Discrimination by a contractor or subcontractor who contracts with Shelby County Government against a contractor's employee or subcontractor on the basis of Sexual Orientation or Gender Identity or Expression shall be prohibited.

(c) Discrimination by a private Employer in an unincorporated area of Shelby County against any person employed by such private Employer on the basis of Sexual Orientation or Gender Identity or Expression is prohibited, subject to the limitations in state law and the Shelby County Charter. Exempted from this prohibition are churches (defined as entities classified by the Internal Revenue Service as churches for federal tax purposes) and church-owned entities where such a prohibition would interfere with sincerely held religious tenets of the church.

(d) The provisions of this article pertaining to contractors shall apply to contracts with Shelby County Government for which an RFP, or any bid or proposal is issued after July 1, 2009.

Section 12-128. Retaliation and discrimination barred.

It shall be unlawful to retaliate, discharge, demote, or take an adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for

reporting or asserting a violation of this article, for seeking or communicating information regarding rights conferred under this article, for exercising any other rights protected under this article, for assisting others in exercising any rights protected under this article, or for participating in any investigatory proceeding relating to this article.

Section 12-129. Monitoring.

(a) The Board of County Commissioners, through the Office of Equal Opportunity Compliance, shall monitor compliance with this article.

(b) Allegations of discrimination against contractors or private Employers doing business in Shelby County prohibited by this article may be reported to the Office of Equal Opportunity Compliance.

Section 12-130. Penalties.

(a) Debarment (or ineligibility) for three years.

In the event the Board of County Commissioners, based on recommendation by the Office of Equal Opportunity Compliance, determines that any contractor has intentionally violated the provisions of this article, the Board of County Commissioners shall notify the contractor of the violation and shall request the County Mayor cancel the contract in accordance with the termination provision of the contract and debar the contractor for a period of three (3) years.

(b) Civil remedies.

Shelby County Government may pursue fines, injunctive relief, and other such equitable relief as appropriate against the contractor or private Employer.

Section 12-131. County services and facilities.

County services and facilities shall be available without discrimination based on Sexual Orientation, or Gender Identity or Expression.

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

BE IT FURTHER ORDAINED, That this ordinance shall take effect pursuant to the 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 Attorney's Office

Memorandum

To: Honorable Sidney Chism, Commissioner
Shelby County Board of Commissioners

From: Brian L. Kuhn
Shelby County Attorney

Date: May 19, 2009

Subject: **Sexual orientation/gender identity or expression ordinance**

You requested information regarding the scope of federal and state anti-discrimination laws prohibiting employment discrimination.

Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*) prohibits employment discrimination on the basis of race, color, religion, sex, national origin and retaliation. In 1978, Title VII was amended to prohibit employment discrimination based on pregnancy. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) prohibits employment discrimination based on disability. Additionally, the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) prohibits age-based employment discrimination.

The Tennessee Human Rights Act (Tenn. Code Ann. § 4-21-101, *et seq.*) proscribes employment discrimination on the basis of race, creed, color, religion, sex, age or national origin. State law also prohibits employment discrimination on the basis of physical, mental or visual handicap (Tenn. Code Ann. § 8-50-103).

Shelby County Government prohibits "[d]iscrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, sex, national origin, age, creed, religion, disability, or other non-merit factors." Shelby County Employee Handbook, page 26.

In summary, federal and state law explicitly prohibit employment discrimination based on the grounds articulated above. None of the federal or state laws referenced above enumerate sexual orientation or gender identity or expression as a form of unlawful employment discrimination.

Should you have any questions or need any additional information, please contact our office.

BLK/
cc: All Shelby County Commissioners
Christy Kinard, Assistant County Attorney

160 N. Main St., Ste. 660 ☼ Memphis, TN 38103 ☼ 901.545.4230

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.

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Employee means any person employed by Shelby government and/or subject to the rules and regulations of Shelby County Government.

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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.

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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) 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.

(Priv. Acts 1971, Ch. 110, § 13)

Sec. 12-33. Employment Qualification and Selection.

(a) Open competitive and promotional selection procedures shall be prepared and conducted by or under the direction of the administrator of human resources.

(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.

(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.

(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.

(Priv. Acts 1971, Ch. 110, § 15)

Sec. 12-35. Appointment; probationary period.

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(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)~~, who accept promotions pursuant to this subsection after July 1, 2009, if the position he/she occupied immediately prior to the promotion is unavailable, the employee will be placed on unpaid leave for up to 90 calendar days to allow the employee to apply for other

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available positions for which the employee is qualified. Unsuccessful placement in the classified service during the 90 day period will result in employment separation.

(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 ~~(specific date ordinance revisions become effective will be inserted upon passage)~~. 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.

(Priv. Acts 1971, Ch. 110, § 19; Priv. Acts 1984, Ch. 192, § 3; Ord. No. 293, 1-10-05)

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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 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~~ by two-thirds vote of the members present and voting. 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)

Deleted: 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

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

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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

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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 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.

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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,

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(Priv. Acts 1971, Ch. 110, § 8; Priv. Acts 1984, Ch. 192, § 1)

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

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:"

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(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

The Tennessee Department of Labor and Workforce Development is an equal opportunity employer
Auxiliary aids and services are available upon request to individuals with disabilities
TTY: 615-532-2879; 1-800-848-0299

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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TTY: 615-532-2879; 1-800-848-0299; TTY/TDD 711.

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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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TTY: 615-532-2879; 1-800-848-0299

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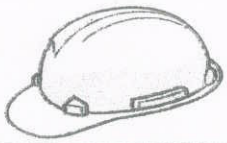
2009 HIGHWAY PREVAILING WAGE RATES



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] 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_____

Commissioner Mike Ritz_____ Approved by_____
County Attorney

RESOLUTION RECOGNIZING THE EFFECT OF SUB PRIME LENDING AND OTHER ECONOMIC FACTORS CAUSING MANY HOME FORECLOSURES IN SHELBY COUNTY; RECOGNIZING THE COUNTY ASSESSOR'S RECENT REAPPRAISAL PROCESS FOLLOWING THE APPRAISAL GUIDELINES PROMULGATED AND ENFORCED BY THE TENNESSEE DEPARTMENT OF PROPERTY ASSESSMENT; AND ENCOURAGING THE BOARD OF EQUALIZATION TO CONSIDER THE EFFECT OF HOME FORECLOSURES, BANK REAL ESTATE OWNED (REO) SALES AND DEEDS IN-LIEU-OF-FORECLOSURE IN THEIR CONSIDERATION AND DECISIONS CONCERNING APPEALS OF THE ASSESSOR'S REAPPRAISALS BY SHELBY COUNTY HOMEOWNERS.

Sponsored by Commissioner Mike Ritz

WHEREAS Chairman Deidre Malone appointed an ad hoc Reappraisal Committee to study the 2009 countywide reappraisal and make recommendations for improvements for future appraisals; and

WHEREAS It has been reported by Chandler Reports that there were 3999 foreclosures in Shelby County during 2005; 5390 in 2006; 5965 in 2007; and 7317 in 2008, while the total Shelby County home sales for those same years was 24,739; 25,284; 20,706; and 16,418 respectively; and

WHEREAS It has also been reported by Chandler Reports that the 10 largest sellers of homes in Shelby County during 2008 were financial institutions, loan servicers, and/or loan insurers/guarantors and the 3998 home sales of those 10 financial institutions totaled $237,942,966 (see attachment A); and

WHEREAS The 2008 home sales by these 10 financial institutions constituted 24% of all home sales in Shelby County during 2008 and considering sales of other financial institutions in 2008 might carry the percentage of 2008 home sales by financial institution to over 35%; and

WHEREAS An official of the Tennessee State Department of Property Assessment has advised Ad Hoc Committee Chairman Mike Carpenter that while the County Assessor is obligated to follow the guidelines promulgated by the State Department of Property Assessment to <u>not</u> consider home foreclosures, bank REO sales, and deeds-in-lieu in their reappraisal process, the Shelby County Board of Equalization <u>may</u> consider the effect of these foreclosures, bank REO sales and/or deeds in-lieu in considering and deciding appeals by individual homeowners of the County Assessor's individual reappraisals; and

WHEREAS Three members of the County Board of Equalization are appointed by the Shelby County Board of Commissioners, three members are appointed by the City of Memphis, and one each are appointed by the cities of Bartlett, Germantown, and Collierville; and

WHEREAS The Board of Equalization is not obligated to follow the guidelines that the State Division of Property Assessments establishes for the County Assessor and may consider bank foreclosures, bank REO sales, and/or deals in-lieu-of-foreclosure when they consider and decide appeals by homeowners; and

WHEREAS, commercial, industrial, and agricultural property owners generally appeal their appraisals through professional services knowledgeable in the law and methods of appraisal including the effects of an adverse economic climate, but residential homeowners generally appeal without the assistance of such tax professionals;

NOW THEREFORE BE IT RESOLVED That due to this year's unusual economic climate as described above, the Board of Commissioners of Shelby County, Tennessee encourage the Shelby County Board of Equalization to consider the effect of bank foreclosures, bank REO sales, and or/ deeds-in-lieu-of-foreclosure on home values in their decisions concerning appeals by the Shelby County homeowners for the reappraisals done for the Tax Year 2009.

_____

A C Wharton, Jr.
County Mayor

Date _____

ATTEST:

_____

Clerk of County Commission

ADOPTED _____

Legislat/ritz/resolution bd of equal foreclosures 0509 final

Appendix A

TOP 10 SELLERS OF RESIDENTIAL REAL ESTATE IN SHELBY COUNTY DURING 2008

Name	Number	Total Value	Average Sales Price
HUD	835	$36,091,087	$43,224
Deutsche Bank	805	51,073,677	63,446
US Bank	666	42,293,895	63,504
Fannie Mae	435	26,584,308	61,113
Wells Fargo	354	21,007,390	59,343
Bank of NY	229	17,255,177	75,350
Bank of NY Trust Co.	185	10,521,096	56,871
LaSalle Bank NA	172	11,821,243	68,728
HSBC Bank USA NA	165	12,120,546	73,458
Federal Home Loan Mortg. Corp.	152	9,174,547	60,359
	3998	**$ 237,942,966**	**$ 59,515**

MEMPHIS AREA ASSOCIATION OF REALTORS®

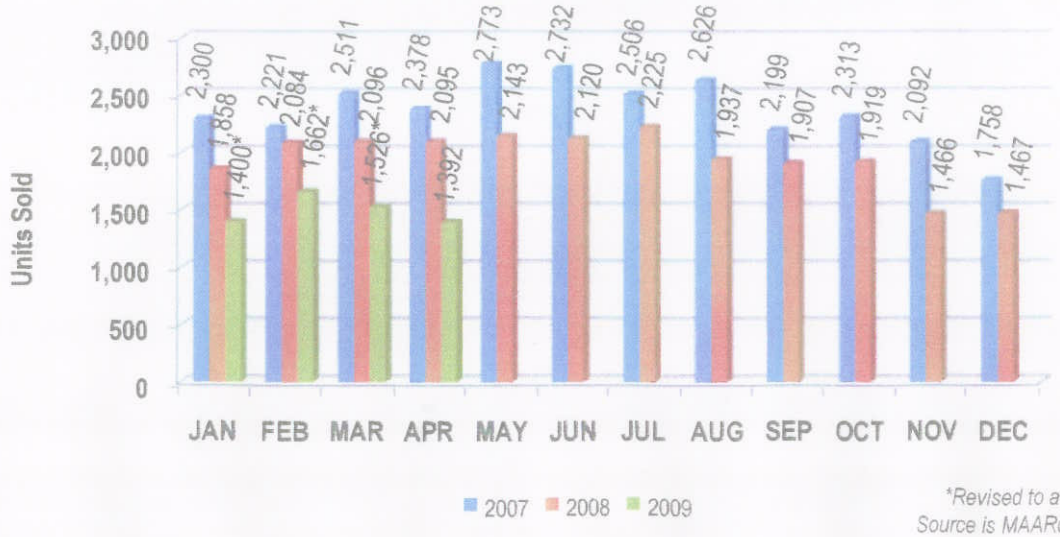
Memphis Area Home Sales Report
April 2009

Sales Summary

	April Total Sales			YTD Total Sales		
	2009	2008	% change	2009	2008	% change
Units	1,392	2,095	-33.6%	5,977	8,154	-26.7%
Median Sales Price	$76,900	$84,900	-9.4%	$69,500	$82,650	-15.9%
Ave. Sales Price	$114,013	$122,684	-7.1%	$108,611	$120,770	-10.1%

	April Existing Home Sales			YTD Existing Home Sales		
	2009	2008	% change	2009	2008	% change
Units	1,337	1,984	-32.6%	5,757	7,752	-25.7%
Median Sales Price	$72,165	$78,000	-7.5%	$65,080	$77,868	-16.4%
Ave. Sales Price	$108,440	$112,975	-4.0%	$102,511	$112,364	-8.8%
	April New Home Sales			YTD New Home Sales		
	2009	2008	% change	2009	2008	% change
Units	55	111	-50.5%	220	402	-45.3%
Median Sales Price	$229,000	$235,500	-2.8%	$235,000	$235,000	-
Ave. Sales Price	$249,489	$296,230	-15.8%	$268,226	$282,875	-5.2%
	April Foreclosure Sales			YTD Foreclosure Sales		
	2009	2008	% change	2009	2008	% change
Units	277	579	-52.2%	1,615	2,335	-30.8%
Median Sales Price	$59,248	$60,000	-1.3%	$61,429	$63,487	-3.2%
Ave. Sales Price	$87,716	$80,196	9.4%	$83,551	$83,699	-0.2%
	April Non-Foreclosure Sales			YTD Non-Foreclosure Sales		
	2009	2008	% change	2009	2008	% change
Units	1,115	1,516	-26.5%	4,362	5,819	-25.0%
Median Sales Price	$85,000	$101,000	-15.8%	$75,000	$98,375	-23.8%
Ave. Sales Price	$120,546	$138,912	-13.2%	$117,889	$135,646	-13.1%

Total Monthly Sales Comparison



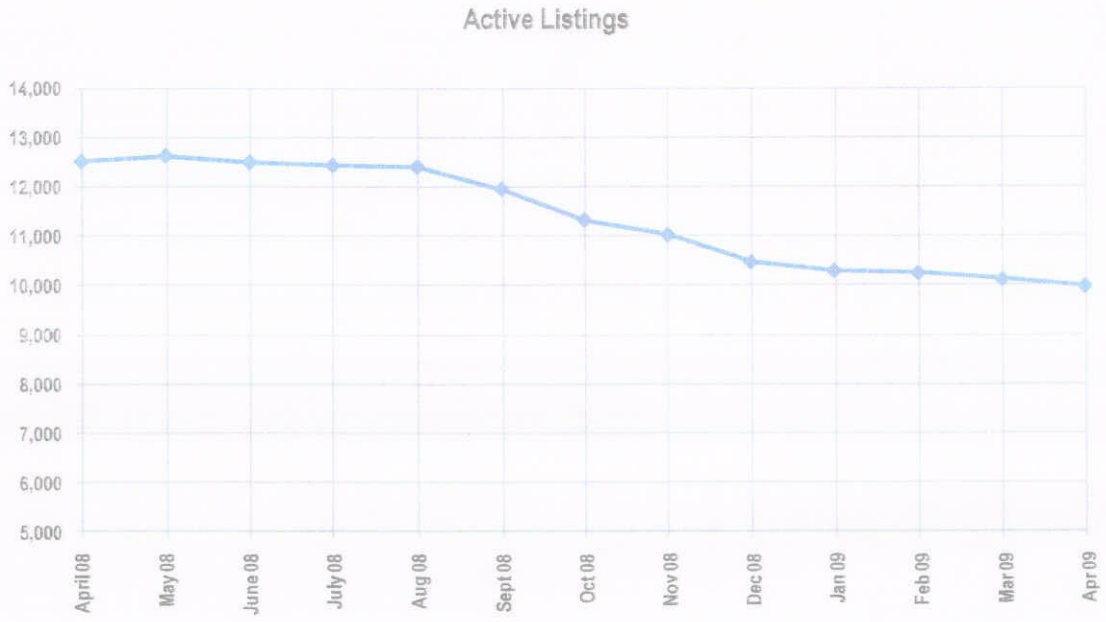
*Revised to account for delayed recording
Source is MAARdata unless otherwise noted.

Active Listings and Pending Summary

Active Listings (as of 5-15-09)		
	Units	Ave. List Price
Single Family	9,183	$228,939
Condo/Co-op	649	$206,889
Duplex	157	$74,029
Market Total	9,989	$225,085

Pending Sales (as of 5-15-09)		
	Units	Ave. List Price
Single Family	1,623	$153,003
Condo/Co-op	69	$184,886
Duplex	19	$50,303
Market Total	1,711	$153,148

Active Listings: Trend and 24-month Totals



May-07	12,905
Jun-07	13,089
Jul-07	13,432
Aug-07	13,387
Sep-07	13,227
Oct-07	13,147
Nov-07	12,547
Dec-07	11,986
Jan-08	12,113
Feb-08	12,122
Mar-08	12,320
Apr-08	12,532
May-08	12,641
Jun-08	12,509
Jul-08	12,448
Aug-08	12,421
Sep-08	11,969
Oct-08	11,343
Nov-08	11,037
Dec-08	10,484
Jan-09	10,306
Feb-09	10,260
Mar-09	10,131
Apr-09	9,989

MEMPHIS AREA ASSOCIATION OF REALTORS®

Memphis Area Home Sales Report
April 2009

Area Detail – Year to Date

		YTD Total Sales			YTD Existing Home Sales			YTD New Home Sales			YTD Foreclosure Sales		
		2009	2008	% change	2009	2008	% change	2009	2008	% change	2009	2008	% change
Frayser	Units	393	569	-30.9%	391	569	-31.3%	2	-	-	144	196	-26.5%
	Median Sales Price	$20,100	$31,750	-36.7%	$20,000	$31,750	-37.0%	-	-	-	$35,234	$46,775	-24.7%
	Ave. Sales Price	$28,878	$37,633	-23.3%	$28,691	$37,633	-23.8%	$65,500	-	-	$37,491	$45,271	-17.2%
Raleigh/ Cov. Pike	Units	544	568	-4.2%	541	563	-3.9%	3	5	-40.0%	178	207	-14.0%
	Median Sales Price	$48,500	$68,568	-29.3%	$48,472	$68,000	-28.7%	$119,900	$115,900	3.5%	$61,548	$76,500	-19.5%
	Ave. Sales Price	$54,606	$72,938	-25.1%	$54,240	$72,452	-25.1%	$120,600	$127,699	-5.6%	$63,521	$77,862	-18.4%
Downtown	Units	120	221	-45.7%	114	192	-40.6%	6	29	-79.3%	27	47	-42.6%
	Median Sales Price	$164,364	$139,900	17.5%	$160,000	$132,948	20.3%	$222,475	$150,000	48.3%	$37,583	$38,000	-1.1%
	Ave. Sales Price	$153,127	$166,850	-8.2%	$149,750	$166,389	-10.0%	$217,275	$169,903	27.9%	$76,891	$62,553	22.9%
Midtown	Units	322	554	-41.9%	322	553	-41.8%	-	1	-	85	144	-41.0%
	Median Sales Price	$51,200	$55,000	-6.9%	$51,200	$55,000	-6.9%	-	-	-	$45,653	$46,380	-1.6%
	Ave. Sales Price	$94,256	$90,041	4.7%	$94,256	$89,471	5.3%	-	$405,000	-	$58,916	$60,643	-2.8%
S. Memphis	Units	340	567	-40.0%	339	567	-40.2%	1	-	-	113	268	-57.8%
	Median Sales Price	$14,400	$27,000	-46.7%	$14,300	$27,000	-47.0%	-	-	-	$34,696	$37,413	-7.3%
	Ave. Sales Price	$22,672	$31,091	-27.1%	$22,550	$31,091	-27.5%	$64,000	-	-	$33,508	$35,771	-6.3%
Berclair/ Highland Heights	Units	231	332	-30.4%	231	332	-30.4%	-	-	-	75	115	-34.8%
	Median Sales Price	$29,900	$40,779	-26.7%	$29,900	$40,779	-26.7%	-	-	-	$41,159	$45,000	-8.5%
	Ave. Sales Price	$33,035	$42,378	-22.0%	$33,035	$42,378	-22.0%	-	-	-	$41,824	$45,619	-8.3%
E. Memphis	Units	641	968	-33.8%	637	952	-33.1%	4	16	-75.0%	130	197	-34.0%
	Median Sales Price	$81,000	$92,334	-12.3%	$80,145	$89,500	-10.5%	$712,500	$494,500	44.1%	$52,123	$55,684	-6.4%
	Ave. Sales Price	$134,856	$148,509	-9.2%	$131,325	$142,402	-7.8%	$697,250	$511,871	36.2%	$71,487	$74,408	-3.9%
Whitehaven	Units	352	495	-28.9%	350	492	-28.9%	2	3	-33.3%	121	202	-40.1%
	Median Sales Price	$36,216	$51,000	-29.0%	$36,000	$51,000	-29.4%	-	$155,000	-	$49,761	$54,365	-8.5%
	Ave. Sales Price	$47,005	$57,321	-18.0%	$46,060	$56,859	-19.0%	$212,500	$133,166	59.6%	$59,737	$61,916	-3.5%
Parkway Village/ Oakhaven	Units	275	362	-24.0%	275	361	-23.8%	-	1	-	81	135	-40.0%
	Median Sales Price	$31,000	$50,000	-38.0%	$31,000	$50,000	-38.0%	-	-	-	$43,200	$57,600	-25.0%
	Ave. Sales Price	$34,829	$53,453	-34.8%	$34,829	$53,221	-34.6%	-	$137,000	-	$44,796	$58,802	-23.8%
Hickory Hill	Units	750	896	-16.3%	745	884	-15.7%	5	12	-58.3%	243	336	-27.7%
	Median Sales Price	$59,701	$80,000	-25.4%	$59,200	$79,900	-25.9%	$213,000	$199,000	7.0%	$71,400	$89,812	-20.5%
	Ave. Sales Price	$71,076	$87,809	-19.1%	$70,184	$86,464	-18.8%	$203,998	$186,940	9.1%	$78,665	$93,917	-16.2%
Southwind	Units	41	64	-35.9%	38	58	-34.5%	3	6	-50.0%	14	21	-33.3%
	Median Sales Price	$144,400	$183,250	-21.2%	$141,200	$157,750	-10.5%	$216,000	$300,000	-28.0%	$155,539	$154,700	0.5%
	Ave. Sales Price	$185,194	$254,912	-27.3%	$181,817	$250,059	-27.3%	$227,966	$301,831	-24.5%	$189,783	$195,871	-3.1%

Area Detail – Year to Date

		YTD Total Sales			YTD Existing Home Sales			YTD New Home Sales			YTD Foreclosure Sales		
		2009	2008	% change	2009	2008	% change	2009	2008	% change	2009	2008	% change
Cordova	Units	729	920	-20.8%	677	855	-20.8%	52	65	-20.0%	216	225	-4.0%
	Median Sales Price	$122,092	$134,900	-9.5%	$119,500	$132,066	-9.5%	$157,130	$161,950	-3.0%	$111,171	$123,001	-9.6%
	Ave. Sales Price	$135,814	$148,606	-8.6%	$133,697	$146,374	-8.7%	$163,385	$177,968	-8.2%	$126,646	$149,034	-15.0%
Bartlett	Units	244	307	-20.5%	227	265	-14.3%	17	42	-59.5%	55	54	1.9%
	Median Sales Price	$150,000	$172,000	-12.8%	$146,500	$161,000	-9.0%	$250,000	$243,950	2.5%	$143,685	$147,176	-2.4%
	Ave. Sales Price	$158,932	$181,392	-12.4%	$152,480	$170,153	-10.4%	$245,084	$252,308	-2.9%	$152,317	$152,077	0.2%
G'town	Units	150	215	-30.2%	149	209	-28.7%	1	6	-83.3%	12	14	-14.3%
	Median Sales Price	$257,750	$256,500	0.5%	$256,000	$253,000	-	-	$783,500	-	$293,044	$249,000	17.7%
	Ave. Sales Price	$314,292	$317,230	-0.9%	$312,442	$305,921	2.1%	$589,900	$711,166	-17.1%	$401,415	$255,249	57.3%
Collierville	Units	241	322	-25.2%	216	278	-22.3%	25	44	-43.2%	22	27	-18.5%
	Median Sales Price	$270,000	$310,500	-13.0%	$262,000	$290,000	-9.7%	$450,000	$458,450	-1.8%	$228,530	$259,250	-11.8%
	Ave. Sales Price	$299,287	$322,233	-7.1%	$280,773	$296,508	-5.3%	$459,245	$484,763	-5.3%	$283,295	$280,277	1.1%
Lakeland	Units	68	93	-26.9%	51	76	-32.9%	17	17	-	6	10	-40.0%
	Median Sales Price	$249,950	$257,500	-2.9%	$235,000	$234,602	0.2%	$298,400	$394,750	-24.4%	$146,996	$250,352	-41.3%
	Ave. Sales Price	$305,348	$275,758	10.7%	$273,322	$240,200	13.8%	$401,424	$434,721	-7.7%	$166,050	$230,523	-28.0%
Arlington	Units	96	91	5.5%	66	59	11.9%	30	32	-6.3%	10	17	-41.2%
	Median Sales Price	$209,000	$225,000	-7.1%	$188,299	$200,000	-5.9%	$279,073	$277,905	0.4%	$155,883	$174,425	-10.6%
	Ave. Sales Price	$225,407	$230,416	-2.2%	$205,977	$213,014	-3.3%	$268,154	$262,501	2.2%	$194,354	$207,500	-6.3%
Millington	Units	58	69	-15.9%	57	65	-12.3%	1	4	-75.0%	18	14	28.6%
	Median Sales Price	$100,000	$112,500	-11.1%	$100,000	$109,900	-9.0%	-	$334,250	-	$64,259	$72,067	-10.8%
	Ave. Sales Price	$118,317	$134,128	-11.8%	$114,691	$122,146	-6.1%	$325,001	$328,825	-1.2%	$108,838	$86,654	25.6%
Shelby County	Units	5,529	7,550	-26.8%	5,360	7,267	-26.2%	169	283	-40.3%	1,522	2,222	-31.5%
	Median Sales Price	$65,000	$78,000	-16.7%	$61,584	$74,900	-17.8%	$240,000	$244,000	-1.6%	$59,993	$62,343	-3.8%
	Ave. Sales Price	$105,713	$117,755	-10.2%	$100,332	$110,834	-9.5%	$276,365	$295,471	-6.5%	$81,172	$82,143	-1.2%
Fayette County	Units	236	157	50.3%	126	162	-22.2%	31	74	-58.1%	24	24	-
	Median Sales Price	$159,900	$165,500	-3.4%	$138,875	$142,000	-2.2%	$235,950	$233,075	1.2%	$119,644	$107,698	11.1%
	Ave. Sales Price	$188,338	$199,966	-5.8%	$168,373	$167,073	0.8%	$269,486	$271,975	-0.9%	$148,077	$156,335	-5.3%
Tipton County	Units	291	368	-20.9%	271	323	-16.1%	20	45	-55.6%	69	89	-22.5%
	Median Sales Price	$110,761	$123,440	-10.3%	$108,000	$113,500	-4.8%	$206,500	$214,900	-3.9%	$110,761	$97,500	13.6%
	Ave. Sales Price	$120,661	$131,843	-8.5%	$114,990	$119,340	-3.6%	$197,502	$221,586	-10.9%	$113,587	$102,949	10.3%

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) _____

For Commission Action on (date)_____

CA104610A

DESCRIPTION OF ITEM: Resolution amending the contract with Corvel Corporation for medical bill review services to add check writing and Medicare agent set aside services and increase the contract from $200,000 to $275,000 per year and this Resolution will require the additional expenditure of $75,000 of On-The-Job Injury funds. Sponsored by Commissioner Joe Ford.

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):

09 MAY 14 PM 1:20

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

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

Federal Grant Funds: $_____

Other funds (Specify source and amount): $ 75,000 ON – THE – JOB Injury Fund

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

Originating Department: Human Resources

APPROVAL:

Dept. Head:	Michael Lewis (Type your name & phone #.)	(Initials)	5/14/09 (Date)
Elected Official:	_____ (Type your name & phone #.)	(Initials)	(Date)
Division Director:	Grace Hutchinson (Type your name & phone #.)	(Initials)	5/14/2009 (Date)
CIP- A&F Director:	_____ (Type your name & phone #.)	(Initials)	(Date)
Finance Dept.:	Mike Swift (Type your name & phone #.) Whichards 5/14/09	MAL (Initials)	5/14/09 (Date)
County Attorney:	Lisa Kelly (Type your name & phone #.)	(Initials)	5/15/09 (Date)
CAO/Mayor:	James F. Huntzicker 545-4514 (Type your name & phone #.)	(Initials)	5/15/09 (Date)

SUMMARY

I. Description of Item

This resolution amends a contract with the Corvel Corporation to add two additional services. They are: Check writing and Medicare agent/set aside services. It will add $75,000 to the current $200,000 annual contract.

II. Source and Amount of Funding

The funds to pay for these services will come from the On-The-Job Fund. (967-930103-6634) The cost for these services will be $75,000.

III. Contract Items

A. Type of Contract - amendment

B. Terms - Through 6-30-2010

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approval of this Resolution.

This amendment to our current contract with the Corvel Corporation will provide two additional services that must be in place by June 30, 2009. They are: check writing on all OJI medical vendor bills and Medicare agent/ set aside services. The check writing services are necessary to replace the current services provided by the Finance Department. They can no longer provide this service in an economical manner because of a new financial operating system they are installing July 1, 2009. The Medicare services are required by CMS (Center for Medicare Services) that will require us to report and establish set asides for Medicare eligible employees who have OJIs. This contract expires June 30, 2010 and will be re-bid within the next 12 months.

Item #_____ Prepared By: Jim Martin

Commissioner_____ Approved By: Lisa Kelly

Resolution amending the contract with Corvel Corporation for medical bill review services to add check writing and Medicare agent set aside services and increase the contract from $200,000 to $275,000 per year and this Resolution will require the additional expenditure of $75,000 OF On-The Job Injury funds. Sponsored by Commissioner Joe Ford

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WHEREAS, Shelby County Government, by Resolution item number 18 on December 3, 2007, entered into an Agreement with Corvel Corporation to provide Medical Bill Review services in an amount not to exceed $200,000 for Risk Management, a section of the Department of Human Resources, and

WHEREAS, The County is now being required to comply with new Medicare regulations as it pertains to reporting and providing set asides for Medicare eligible employees injured on the job; and

WHEREAS, The County is implementing a new financial system that will no longer allow the Finance Department to cut checks for OJI medical vendors in an economical manner; and

WHEREAS, Both of these services are required to be in place no later than June 30, 2009; and

WHEREAS, The Corvel Corporation is able to provide both check writing and Medicare agent/set aside services at a reasonable price by the June 30th deadline.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, That the Corvel Contract be amended to include check writing and Medicare agent/set aside services.

BE IT FURTHER RESOLVED, That the total cost of the contract be amended to increase the total amount from $200,000 to $275,000 per year to cover the cost of these additional services.

BE IT FURTHER RESOLVED, That the Mayor is hereby authorized to execute any documents necessary to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED, That the Mayor and Director of Administration and Finance are authorized to draw their warrants and to take proper credit in the accounting therefor.

BE IT FURTHER RESOLVED, That this resolution shall take effect the date it is enacted the public welfare requiring it.

_____
A C Wharton, Jr.
Shelby County Mayor

DATE_____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 1st day of June 2009, by and between Shelby County Government (hereinafter "County") and Corvel Corporation (hereinafter "CorVel"); and

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July 1, 2008, for cost analysis/bill review services as described within RFP-#07-010-26, for a one-year term with two one year renewals; and

WHEREAS, the parties now desire to enter into this Amendment to add additional services.

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 to amend the Agreement as follows:

1. MEDICARE SET ASIDE REPORTS PROGRAM. CorVel shall provide the County with Medicare Set Aside Report services pursuant to the terms and conditions set forth in Schedule 1 attached hereto.
2. MEDICARE AGENT SERVICES. CorVell shall provide the County with Medicare Agent Services pursuant to the terms and conditions set forth in Schedule 2 attached hereto.
3. Amend Exhibit A to the Agreement with the attached pricing for the Medicare Agent services as reflected in Exhibit A to this Amendment as follows:

Engagement Fee:	$2500.00
Monthly Maintenance Fee	$1,000.00 per month
Per Claim Reporting Fee:	$15.00 per claim
MSA Allocation Report	$150.00 per hour
Special Research/Programming	$150.00 per hour

4. CHECKWRITING SERVICES. CorVel shall provide the County with Checkwriting Services pursuant to the terms and conditions set forth in Schedule 3 attached hereto.
5. Amend Exhibit A to the Agreement with the attached pricing for Checkwriting Services as reflected in Exhibit A to this Amendment as follows:

Checkwriting Fee	$4.50 per check

6. The cost for this amendment shall not exceed $75,000.

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

APPROVED:

SHELBY COUNTY GOVERNMENT

_____
Contract Administrator
Assistant County Attorney

_____
A C WHARTON, JR., MAYOR

BUSINESS INFORMATION SYSTEMS

By: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF _____

On this the ___ day of _____, 2009, before me personally appeared _____ 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.

_____
Notary Public

CA0911264

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) _____

For Commission Action on (date) 6/1/09

DESCRIPTION OF ITEM: Resolution approving expenditure of funds in the amount of $454,599.51 to U. S. Ink and Toner, Inc. to purchase toner cartridges for printers and fax machines for the various departments of Shelby County Government. This item requires expenditure of County General Funds in the amount of $454,599.51.

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: **$454,599.51** ; 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: **PURCHASING**
APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:	Clifton Davis 545-4299	CD	5/19/09
Elected Official:			
Division Director:	**James F. Huntzicker 545-4514**	JFH	5/20/09
CIP – A&F Director:			
Finance Dept.	Mike Smith / L Richards 5/19/09	MAS	5/20/09
County Attorney:	Felisa N. Cox 545-4362	FNC	5-21-09
CAO/Mayor:	**James F. Huntzicker**	JFH	5/20/09

SUMMARY

I. Description of Item

Shelby County Government has a need for toner cartridges for printers and fax machines for the various departments.

Sealed bids were requested and received on April 27, 2009 from various vendors.

II. Source and Amount of Funding

The total estimated amount of this award is $454,599.51.

Purchase orders will be issued by the Purchasing Department to departments subject to the availability of funds at the time the purchase order is issued.

III. Contract Items

A. Type of Contract - N/A

B. Terms - The period of award is from July 1, 20098 through June 30, 2010.

This award has no options to renew.

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approval of this Resolution.

ITEM #_____ PREPARED BY: Bernita Poole

COMMISSIONER Deidre Malone APPROVED BY: _____

Resolution approving expenditure of funds in the amount of $454,599.51 to U.S. Ink and Toner, Inc. to purchase toner cartridges for printers and fax machines for the various departments of Shelby County Government. This item requires expenditure of County General Funds in the amount of $454,599.51.

SPONSORED BY COMMISSIONER DEIDRE MALONE

WHEREAS, The Shelby County Government has a need to purchase toner cartridges for printers and fax machines for the various departments; and

WHEREAS, Sealed bids were requested and received on April 27, 2009 with various bids meeting specifications being submitted in the total estimated amount of $454,599.51; and

WHEREAS, The period of award is from July 1, 2009 through June 30, 2010; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds in the total estimated amount of $454,599.51 for the purchase of toner cartridges for printers and fax machines is hereby approved.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders for toner cartridges for printers and fax machines from the FY 09-10 Operating Budget subject to the availability of funds in each account number at the time the purchase order is issued.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed $454,599.61 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_____

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

TO: CLIFTON DAVIS
PURCHASING DEPARTMENT

FROM: ROBERT S. BRENNER
PURCHASING DEPARTMENT

DATE: MAY 11, 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 I001446**
DUE DATE: **APRIL 27, 2009**
DESCRIPTION: **TONER CARTRIDGES, PRINTER & FAX**

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

Toner and Fax Cartridges
MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
1	Fax Laser Drum Unit	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - DR250	BRO DR250	20	137.00	$2,740.00
2	Fax Laser Drum Unit	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - DR400	BRO DR400	16	117.00	$1,872.00
3	Fax Laser Drum Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - DR350	BRO DR350	3	80.55	$241.65
4	Drum Cartridge,	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - DR510	BRO DR510	15	118.75	$1,781.25
5	Fax Printer Cartridges	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - PC201	BRO PC201	87	21.55	$1,874.85
6	Fax Printer Cartridges	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - PC401	BRO PC401	3	16.95	$50.85
7	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN110BK	BRO TN110BK	3	41.94	$125.82
8	Toner Cartridge, Various Colors	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN110C,TN110M,TN110Y	BRO TN110C,M and Y	3	48.72	$146.16
9	Toner Cartridge , Black, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN115BK	BRO TN115BK	2	62.65	$125.30
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN250	BRO TN250	29	24.76	$718.04
11	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN350	BRO TN350	25	43.25	$1,081.25
12	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN430	BRO TN430	23	44.10	$1,014.30
13	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN460	BRO TN460	24	61.30	$1,471.20
14	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN530	BRO TN530	2	49.50	$99.00
15	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN540	BRO TN540	31	50.55	$1,567.05
16	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN550	BRO TN550	9	50.55	$454.95
17	Toner Cartridge, HL1650/1670N	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN560	BRO TN560	10	66.25	$662.50
18	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN570	BRO TN570	75	65.30	$4,897.50
19	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Brother - TN5000PF	BRO TN5000PF	2	25.80	$51.60
20	Toner Cartridge, PG-40, BLACK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Canon - 0615B002	CAN PG-40	15	17.45	$261.75
21	Toner Cartridge, CL-41 Tricolor	1 - Count	AMERICAN BUSINESS SOLUTIONS	Cannon - 0617B002	CAN CL-41	15	21.55	$323.25
22	Toner Cartridge, FX8	1 - Count	AMERICAN BUSINESS SOLUTIONS	Cannon - 8955A001AA	CAN FX8	27	71.53	$1,931.31
23	Toner Cartridge, E40, , Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Cannon - 1491A002AA	CAN E40	5	117.00	$585.00
24	Toner Cartridge, BC115	1 - Count	AMERICAN BUSINESS SOLUTIONS	Cannon - 8190A003	CAN BCI15BK	7	11.66	$81.62
25	Toner Cartridge, FX-4 Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Cannon - 1558A002AA	CAN FX4	7	71.20	$498.40
26	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T044120	EPS T044120	5	21.80	$109.00
27	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T044220	EPS T044220	6	11.98	$71.88
28	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T044320	EPS T044320	5	11.98	$59.90
29	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T044420	EPS T044420	5	11.98	$59.90
30	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T048120	EPS T048120	7	16.94	$118.58
31	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T048220	EPS T048220	4	11.98	$47.92
32	Toner Cartridge, Magenta	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T048320	EPS T048320	11	11.98	$131.78
33	Toner Cartridge, Various Colors	1 - Count	AMERICAN BUSINESS SOLUTIONS	EPSON - T048420,48520,48620	EPS T048420,48520,48	6	11.98	$71.88
34	Toner Cartridge, R800, Photo Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T054120	EPS T054120	2	12.15	$24.30
35	Toner Cartridge, R800, Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T054220	EPS T054220	5	12.15	$60.75
36	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T054320	EPS T054320	3	12.15	$36.45
37	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T060120-S	EPS T060120	69	15.99	$1,103.31
38	Toner Cartridge, Cyn	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T060220-S	EPS T060220	26	11.55	$300.30
39	Toner Cartridge, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T060320-S	EPS T060320	16	11.55	$184.80
40	Toner Cartridge, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T060420S	EPS T060420	25	11.55	$288.75
41	Toner Cartridge, Multicolor	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T060520S	EPS T060520	40	31.65	$1,266.00

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
42	Toner Cartridge, Black Photo	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T079120	EPS T079120	4	17.15	$68.60
43	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T079220	EPS T079220	2	17.15	$34.30
44	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T079320	EPS T079320	3	17.15	$51.45
45	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T079420	EPS T079420	3	17.15	$51.45
46	Toner Cartridge, Lt.Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	EPSON - T079520	EPS T079520	3	17.15	$51.45
47	Toner Cartridge, Lt. Magenta	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T079620	EPS T079620	3	17.15	$51.45
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	EPSON - T088120-S	EPS T088120	7	11.25	$78.75
49	Toner Cartridge, RX700, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T559120	EPS T559120	2	16.65	$33.30
50	Toner Cartridge, RX700 Various Colors	1 - Count	AMERICAN BUSINESS SOLUTIONS	Epson - T559220,320,420,520	EPS T559220,320,420,	6	11.99	$71.94
51	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 51629A	HP 51629A	2	30.65	$61.30
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 51633M	HP 51633M	4	27.50	$110.00
53	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 51641A	HP 51641A	2	32.35	$64.70
54	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 51645A	HP 51645A	657	28.99	$19,046.43
55	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 51649A	HP 51649A	2	32.15	$64.30
56	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 92298A	HP 92298A	10	99.45	$994.50
57	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - 92298X	HP 92298X	4	99.55	$398.20
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB335WN#140	HP CB335WN	47	12.90	$606.30
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB336WN#140	HP CB336WN	9	30.25	$272.25
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB337WN#140	HP CB337WN	46	16.90	$777.40
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB338WN#140	HP CB338WN	2	35.30	$70.60
62	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB436A	HP CB436A	42	63.60	$2,671.20
63	Toner Cartridge, M1319F	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB536A#ABA	HP Q2612A	1	64.00	$64.00
64	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB540A	HP CB540A	2	65.90	$131.80
65	Toner Cartridge, Color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CB541A,CB542A,CB543A	HP CB541A,CB542A,CB5	3	60.60	$181.80
66	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC364A	HP CC364A	1	139.95	$139.95
67	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC530A	HP CC530A	2	106.55	$213.10
68	Toner Cartridge, Various colors	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC531A,CC532A,CC533A	HP CC531A,CC532A,CC5	6	104.75	$628.50
69	Toner Cartridge, #93 Twin Pack,	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC581FN#140	HP CC581FN	2	36.20	$72.40
70	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC640WN#140	HP CC640WN	9	12.90	$116.10
71	Toner Cartridge, HP60, Tri-color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CC643WN#140	HP CC643WN	13	16.35	$212.55
72	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - CE505A	HP CE505A	2	76.30	$152.60
73	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C1823D	HP C1823D	87	35.45	$3,084.15
74	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C3903A	HP C3903A	43	84.69	$3,641.67
75	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C3903X	HP C3903X	3	182.00	$546.00
76	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C3906A	HP C3906A	4	64.30	$257.20
77	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C3909X	HP C3909X	3	179.90	$539.70
78	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4092A	HP C4092A	31	56.90	$1,763.90
79	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4096A	HP C4096A	4	90.50	$362.00
80	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4127A	HP C4127A	11	89.85	$988.35
81	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4127X	HP C4127X	116	114.25	$13,253.00
82	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4129X	HP C4129X	2	148.00	$296.00

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
83	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4149A	HP C4149A	2	112.90	$225.80
84	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4150A	HP C4150A	2	175.75	$351.50
85	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4150A	HP C4150A	2	175.75	$351.50
86	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4151A	HP C4151A	2	175.75	$351.50
87	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4152A	HP C4152A	2	175.75	$351.50
88	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4153A	HP C4153A	2	166.50	$333.00
89	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4154A	HP C4154A	1	372.00	$372.00
90	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4155A	HP C4155A	2	299.00	$598.00
91	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4182X	HP C4182X	5	169.90	$849.50
92	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4191A	HP C4191A	2	85.25	$170.50
93	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4192A	HP C4192A	2	124.40	$248.80
94	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4193A	HP C4193A	2	124.40	$248.80
95	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4194A	HP C4194A	2	124.40	$248.80
96	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4195A	HP C4195A	2	87.20	$174.40
97	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4429A	HP C4429A	2	37.55	$75.10
98	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4800A	HP C4800A	2	31.99	$63.98
99	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4801A	HP C4801A	2	31.95	$63.90
100	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4802A	HP C4802A	2	31.95	$63.90
101	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4803A	HP C4803A	2	31.95	$63.90
102	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4804A	HP C4804A	2	60.65	$121.30
103	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4805A	HP C4805A	3	60.65	$181.95
104	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4806A	HP C4806A	3	60.65	$181.95
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4810A	HP C4810A	9	31.55	$283.95
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4811A	HP C4811A	6	31.55	$189.30
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4812A	HP C4812A	4	31.55	$126.20
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4813A	HP C4813A	8	31.55	$252.40
109	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4820A	HP C4820A	2	118.75	$237.50
110	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4821A	HP C4821A	2	118.75	$237.50
111	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4822A	HP C4822A	2	118.75	$237.50
112	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4823A	HP C4823A	2	118.75	$237.50
113	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4836AN	HP C4836AN	23	30.79	$708.17
114	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4837A	HP C4837A	31	30.79	$954.49
115	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4838A	HP C4838A	33	30.79	$1,016.07
116	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4841A	HP C4841A	2	30.99	$61.98
117	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4842A	HP C4842A	2	30.99	$61.98
118	Toner Cartridge, HP2000, Magnta	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4343A	HP C4843A	2	30.99	$61.98
119	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4844A	HP C4844A	39	30.70	$1,197.30
120	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4846A	HP C4846A	2	117.20	$234.40
121	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4847A	HP C4847A	2	117.25	$234.50
122	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4848A	HP C4848A	2	117.25	$234.50
123	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4871A	HP C4871A	2	117.25	$234.50

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
124	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4911A	HP C4911A	4	33.85	$135.40
125	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4912A	HP C4912A	4	33.85	$135.40
126	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C4913A	HP C4913A	2	33.85	$67.70
127	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C5010D	HP C5010D	17	25.98	$441.66
128	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C5011D	HP C5011D	10	19.95	$199.50
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C5023A	HP C5023A	1	66.59	$66.59
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C5024A,C5025A,C5026A	HP C5024A,C5025A,C50	3	66.59	$199.77
131	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6578A	HP C6578A	9	52.35	$471.15
132	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6578D	HP C6578D	417	31.39	$13,089.63
133	Toner Cartridge, Black, DJ610C	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6614D	HP C6614D	20	29.25	$585.00
134	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6615D	HP C6615D	174	27.65	$4,811.10
135	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6625A	HP C6625A	30	29.45	$883.50
136	Toner Cartridge, #19 Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6628A	HP C6628A	4	31.59	$126.36
137	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6656A	HP C6656A	410	20.35	$8,343.50
138	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6657A	HP C6657A	204	31.59	$6,444.36
139	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C6658A	HP C6658A	54	23.89	$1,290.06
140	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C7115A	HP C7115A	18	55.50	$999.00
141	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C7115X	HP C7115X	31	69.75	$2,162.25
142	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8061A	HP C8061A	15	89.80	$1,347.00
143	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8061X	HP C8061X	287	115.50	$33,148.50
144	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8543X	HP C8543X	50	248.00	$12,400.00
145	Toner Cartridge, HP02, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8721WN	HP C8721WN	28	17.35	$485.80
146	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8727A	HP C8727A	151	17.60	$2,657.60
147	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8728A	HP C8728A	93	21.65	$2,013.45
148	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8765WN	HP C8765WN	272	21.65	$5,888.80
149	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8766WN	HP C8766WN	304	23.30	$7,083.20
150	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8767WN	HP C8767WN	588	27.98	$16,452.24
151	Toner Cartridge, HP02, Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8771WN	HP C8771WN	14	8.95	$125.30
152	Toner Cartridge, HP02, MGM	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8772WN	HP C8772WN	18	8.95	$161.10
153	Toner Cartridge, HP02, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8773WN	HP C8773WN	18	8.95	$161.10
154	Toner Cartridge, HP02, Cyan,	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8774WN	HP C8774WN	14	8.95	$125.30
155	Toner Cartridge, HP02, Mgnta	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8775WN	HP C8775WN	14	8.95	$125.30
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C8788FN	HP C8788FN	4	58.45	$233.80
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9319FN	HP C9319FN	36	35.98	$1,295.28
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9320FN	HP C9320FN	25	61.89	$1,547.25
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9321FN	HP C9321FN	1	50.45	$50.45
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9323FN	HP C9323FN	2	36.49	$72.98
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9330FN	HP C9330FN	3	39.95	$119.85
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9348FN	HP C9348FN	8	53.45	$427.60
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9349FN	HP C9349FN	12	62.05	$744.60
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9350FN	HP C9350FN	5	36.20	$181.00

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
165	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9351A	HP C9351A	17	13.75	$233.75
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9352A	HP C9352A	79	17.10	$1,350.90
167	Toner Cartridge, HP#93, Tri-color	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9361WN	HP C9361WN	58	20.10	$1,165.80
168	Toner Cartridge, HP 92, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9362WN	HP C9362WN	51	13.75	$701.25
169	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9363WN	HP C9363WN	401	31.49	$12,627.49
170	Toner Cartridge, HP98, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9364WN	HP C9364WN	141	20.35	$2,869.35
171	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9369WN	HP C9369WN	56	23.90	$1,338.40
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9381A	HP C9381A	7	58.05	$406.35
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9382A	HP C9382A	7	58.05	$406.35
174	Toner Cartridge, HP88, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9385A	HP C9385A	124	19.59	$2,429.16
175	Toner Cartridge, F/HP88 CYN	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9386A	HP C9386A	2	19.59	$39.18
176	Toner Cartridge, F/HP88, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9387A	HP C9387A	4	19.59	$78.36
177	Toner Cartridge, F/HP 88 YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9388A	HP C9388A	1	13.80	$13.80
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9391A	HP C9391A	118	21.90	$2,584.20
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9392A	HP C9392A	249	21.90	$5,453.10
180	Toner Cartridge, HP88 LG, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9393A	HP C9393A	136	21.90	$2,978.40
181	Toner Cartridge, HP88, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9396A	HP C9396A	81	32.25	$2,612.25
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9512FN	HP C9512FN	2	23.80	$47.60
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9514FN	HP C9514FN	8	36.20	$289.60
184	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9720A	HP C9720A	10	139.95	$1,399.50
185	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9721A	HP C9721A	4	188.98	$755.92
186	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9722A	HP C9722A	6	188.98	$1,133.88
187	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9723A	HP C9723A	5	188.98	$944.90
188	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9730A	HP C9730A	21	202.55	$4,253.55
189	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9731A	HP C9731A	23	282.95	$6,507.85
190	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9732A	HP C9732A	23	282.95	$6,507.85
191	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - C9733A	HP C9733A	24	282.95	$6,790.80
192	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q1338A	HP Q1338A	154	138.95	$21,398.30
193	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q1339A	HP Q1339A	6	183.99	$1,103.94
194	Toner Cartridge, Laser Jet	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q1339A	HP Q1339A	6	183.99	$1,103.94
195	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2610A	HP Q2610A	15	108.95	$1,634.25
196	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2612A	HP Q2612A	140	63.28	$8,859.20
197	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2613A	HP Q2613A	79	64.50	$5,095.50
198	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2613X	HP Q2613X	2	80.45	$160.90
199	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2624A	HP Q2624A	10	64.50	$645.00
200	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2670A	HP Q2670A	36	119.55	$4,303.80
201	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2671A	HP Q2671A	26	122.00	$3,172.00
202	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2672A	HP Q2672A	25	122.00	$3,050.00
203	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2673A	HP Q2673A	33	122.00	$4,026.00
204	Toner Cartridge, HP, CY	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2681A	HP Q2681A	5	156.00	$780.00
205	Toner Cartridge, YW & MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q2682A, Q2683A	HP Q2682A, Q2683A	8	156.00	$1,248.00

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
206	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3690A	HP Q3960A	8	76.20	$609.60
207	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3961A	HP Q3961A	5	90.98	$454.90
208	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3962A	HP Q3962A	5	90.98	$454.90
209	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3693A	HP Q3693A	5	90.98	$454.90
210	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3694A	HP Q3694A	6	157.00	$942.00
211	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3971A	HP Q3971A	5	67.90	$339.50
212	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3972A	HP Q3972A	2	67.90	$135.80
213	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q3973A	HP Q3973A	2	67.90	$135.80
214	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5942A	HP Q5942A	24	137.00	$3,288.00
215	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5942X	HP Q5942X	54	204.50	$11,043.00
216	Toner Cartridge, Laser , 49A, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5949A	HP Q5949A	59	65.95	$3,891.05
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5949X	HP Q5949X	7	119.75	$838.25
218	Toner Cartridge, Color, LJ, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5950A	HP Q5950A	30	162.50	$4,875.00
219	Toner Cartridge, Color , LJ , CY	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5951A	HP Q5951A	18	228.75	$4,117.50
220	Toner Cartridge, Color, LJ, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5952A	HP Q5952A	18	228.75	$4,117.50
221	Toner Cartridge, Color, LJ, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q5953A	HP Q5953A	17	228.75	$3,888.75
222	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6000A	HP Q6000A	112	69.99	$7,838.88
223	Toner Cartridge, Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6001A	HP Q6001A	69	76.25	$5,261.25
224	Toner Cartridge, Color, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6002A	HP Q6002A	73	76.25	$5,566.25
225	Toner Cartridge, Color, Mgnta	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6003A	HP Q6003A	70	76.25	$5,337.50
226	Toner Cartridge, Color, LJ, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6470A	HP Q6470A	112	122.50	$13,720.00
227	Toner Cartridge, Color, LJ, CY	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6471A	HP Q6471A	37	122.50	$4,532.50
228	Toner Cartridge, Color, LJ, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6472A	HP Q6472A	39	122.50	$4,777.50
229	Toner Cartridge, Color, LJ, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6473A	HP Q6473A	26	122.50	$3,185.00
230	Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6511A	HP Q6511A	4	114.00	$456.00
231	Toner Cartridge, LRS, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q6511X	HP Q6511X	6	188.00	$1,128.00
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q7551X	HP Q7551X	6	196.80	$1,180.80
233	Toner Cartridge, 53A, Bk	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q7553A	HP Q7553A	4	75.50	$302.00
234	Toner Cartridge, Color LJ, Cyn	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q7581A	HP Q7581A	35	155.45	$5,440.75
235	Toner Cartridge, Color LJ, Yw	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q7582A	HP Q7582A	43	155.45	$6,684.35
236	Toner Cartridge, Color LJ, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q7583A	HP Q7583A	46	155.45	$7,150.70
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	AMERICAN BUSINESS SOLUTIONS	HP - Q8846A	HP Q8846AN	4	43.50	$174.00
238	Toner Cartridge, CN, C500N	1 - Count	AMERICAN BUSINESS SOLUTIONS	LEXMARK - C500S2CG	LEX C500S2CG	1	105.00	$105.00
239	Toner Cartridge, Bk, C500N	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C500S2KG	LEX C500S2KG	1	96.90	$96.90
240	Toner Cartridge, MA, C500N	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C500S2MG	LEX C500S2MG	1	105.00	$105.00
241	Toner Cartridge, Yw, C500N	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C500S2YG	LEX C500S2YG	1	105.00	$105.00
242	Toner Cartridge, Ret. Prog., Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5200KS	LEX C5200KS	3	88.00	$264.00
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5200MS	LEX C5200MS	2	88.00	$176.00
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5200YS	LEX C5200YS	2	88.00	$176.00
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5220CS	LEX C5220CS	7	114.50	$801.50
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5220KS	LEX C5220KS	7	104.45	$731.15

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
247	Toner Cartridge, F/C522/524, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5220MS	LEX C5220MS	7	114.50	$801.50
248	Toner Cartridge, F/C522/524, Yw	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5220YS	LEX C5220YS	7	114.50	$801.50
249	Toner Cartridge, CN, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5240CH	LEX C5240CH	3	151.30	$453.90
250	Toner Cartridge, Bk Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5240KH	LEX C5240KH	10	151.30	$1,513.00
251	Toner Cartridge, MA, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5240MH	LEX C5240MH	5	151.30	$756.50
252	Toner Cartridge, Yw, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C5240YH	LEX C5240YH	6	151.30	$907.80
253	Photo cond. Unit, F/C530	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C53030X	LEX C53030X	8	32.30	$258.40
254	Toner Cartridge, CN	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700CH	LEX C7700CH	7	279.90	$1,959.30
255	Toner Cartridge, Cyan	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700CS	LEX C7700CS	5	195.50	$977.50
256	Toner Cartridge, HY, BK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700KH	LEX C7700KH	8	151.50	$1,212.00
257	Toner Cartridge, BK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700KS	LEX C7700KS	3	120.00	$360.00
258	Toner Cartridge, MA, HY	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700MH	LEX C7700MH	7	279.90	$1,959.30
259	Toner Cartridge, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700MS	LEX C7700MS	5	195.50	$977.50
260	Toner Cartridge, YW, HY	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700YH	LEX C7700YH	7	279.90	$1,959.30
261	Toner Cartridge, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C7700YS	LEX C7700YS	4	195.50	$782.00
262	Toner Cartridge, CN	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C780A1CG	LEX C780A1CG	10	213.25	$2,132.50
263	Toner Cartridge, BK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C780A1KG	LEX C780A1KG	12	131.85	$1,582.20
264	Toner Cartridge, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C780A1MG	LEX C780A1MG	9	213.25	$1,919.25
265	Toner Cartridge, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - C780A1YG	LEX C780A1YG	10	213.25	$2,132.50
266	Toner Cartridge, Black, 3.5k	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - E250A11A	LEX E250A11A	2	89.90	$179.80
267	Toner Cartridge, F/E35, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lex,mark - E352H11A	LEX E352H11A	5	172.50	$862.50
268	Toner Cartridge, #16 Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 10N0016	LEX 10N0016	3	28.40	$85.20
269	Toner Cartridge, #26 Color	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 10N0026	LEX 10N0026	4	30.90	$123.60
270	Toner Cartridge, #17 MOD yld Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 10N0217	LEX 10N0217	3	19.90	$59.70
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 12A1970	LEX 12A1970	21	32.45	$681.45
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 15M0120	LEX 15M0120	12	38.65	$463.80
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 15M2971	LEX 15M2971	10	20.59	$205.90
274	Toner Cartridge Black, X3550, Z816	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18C0032	LEX 18C0032	70	21.45	$1,501.50
275	Toner Cartridge, Color, X3550, Z816	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18C0033	LEX 18C0033	50	23.20	$1,160.00
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18C0532	LEX 18C0532	20	44.50	$890.00
277	Toner Cartridge, #23 Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18C1523	LEX 18C1523	4	19.10	$76.40
278	Toner Cartridge, #24, Tricolor	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18C1524	LEX 18C1524	2	20.60	$41.20
279	Toner Cartridge, #44, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18Y0144	LEX 18Y0144	14	24.05	$336.70
280	Toner Cartridge, Photo	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18Y0140	LEX 18Y0340	2	24.05	$48.10
281	Toner Cartridge, #43 Tri-Color	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 18Y0143	LEX 18Y0143	12	30.08	$360.96
282	Toner Cartridge, Hiyld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 64004HA	LEX 64004HA	2	313.00	$626.00
283	Toner Cartridge, yld, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 64015HA	LEX 64015HA	4	307.00	$1,228.00
284	Toner Cartridge, Std Yld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lex,mark - 64015SA	LEX 64015SA	21	124.75	$2,619.75
285	Toner Cartridge, Black, Hi-yld	1 - Count	AMERICAN BUSINESS SOLUTIONS	Lexmark - 64035HA	LEX 64015HA	6	307.00	$1,842.00
286	Fax Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Panasonic - KX-P170	PAN KX-P170	5	13.95	$69.75
287	Fax Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Panasonic - UG3313	PAN UG3313	24	114.50	$2,748.00

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
288	Fax Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Panasonic - UG3350	PAN UG3350	5	110.50	$552.50
289	Fax Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Panasonic - UG5510	PAN UG5510	3	129.00	$387.00
290	Toner Cartridge Boradband Fax, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Sharp - UXC80B	SHA UXC80B	10	32.80	$328.00
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1801-00	XER 016-1801-00	2	265.00	$530.00
292	Toner Cartridge, Yw, Hi-cap	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1802-00	XER 016-1802-00	2	265.00	$530.00
293	Toner Cartridge, Black, Hi-cap	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1803-01	XER 016-1803-01	3	130.00	$390.00
294	Toner Cartridge, Cyan , Std	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1804-00	XER 016-1804-00	2	208.00	$416.00
295	Toner Cartridge, Yel, Std.	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1806--00	XER 016-1806-00	2	208.00	$416.00
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1843-00	XER 016-1843-00	2	85.00	$170.00
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1891-00	XER 016-1891-00	3	28.00	$84.00
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1945-00	XER 016-1945-00	2	156.00	$312.00
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 016-1946-00	XER 016-1946-00	2	156.00	$312.00
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00668	XER 106R00668	3	127.00	$381.00
301	Toner Cartridge, PHSR 6250, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00669	XER 106R00669	1	127.00	$127.00
302	Toner Cartridge, PHRS 6250, YW	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00670	XER 106R00670	4	127.00	$508.00
303	Toner Cartridge, PHSR 6250, BK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00671	XER 106R00671	1	37.30	$37.30
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00673	XER 106R00673	1	206.00	$206.00
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R00675	XER 106R00675	1	64.50	$64.50
306	Toner Cartridge, Waste Container, PH7400	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R01081	XER 106R01081	2	27.25	$54.50
307	Toner Cartridge, Work center, P555/57	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R402	XER 106R402	6	108.50	$651.00
308	Toner Cartridge, Black	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 106R404	XER 106R404	2	39.78	$79.56
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 113R457	XER 113R457	4	128.90	$515.60
310	Fax Copy Cartridge Drum	1 - Count	AMERICAN BUSINESS SOLUTIONS	Xerox - 113R459	XER 113R459	1	119.25	$119.25
							TOTAL	$504,869.79
1	Fax Laser Drum Unit	1 - Count	American Paper & Twine Company	Brother - DR250	BRT DR250	20	139.74	$2,794.80
2	Fax Laser Drum Unit	1 - Count	American Paper & Twine Company	Brother - DR400	BRT DR400	16	116.88	$1,870.08
3	Fax Laser Drum Cartridge	1 - Count	American Paper & Twine Company	Brother - DR350	BRT DR350	3	79.01	$237.03
4	Drum Cartridge,	1 - Count	American Paper & Twine Company	Brother - DR510	BRT DR510	15	120.73	$1,810.95
5	Fax Printer Cartridges	1 - Count	American Paper & Twine Company	Brother - PC201	BRT PC201	87	21.04	$1,830.48
6	Fax Printer Cartridges	1 - Count	American Paper & Twine Company	Brother - PC401	BRT PC401	3	15.80	$47.40
7	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	Brother - TN110BK	BRT TN110BK	3	41.16	$123.48
8	Toner Cartridge, Various Colors	1 - Count	American Paper & Twine Company	Brother - TN110C,TN110M,TN110Y	BRT TN110C,TN110M,TN	3	48.02	$144.06
9	Toner Cartridge , Black, Hiyld	1 - Count	American Paper & Twine Company	Brother - TN115BK	BRT TN115BK	2	63.79	$127.58
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	American Paper & Twine Company	Brother - TN250	BRT TN250	29	24.36	$706.44
11	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN350	BRT TN350	25	43.17	$1,079.25
12	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN430	BRT TN430	23	43.21	$993.83
13	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN460	BRT TN460	24	60.62	$1,454.88
14	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN530	BRT TN530	2	48.74	$97.48
15	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN540	BRT TN540	31	50.94	$1,579.14

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
16	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	Brother - TN550	BRT TN550	9	49.87	$448.83
17	Toner Cartridge, HL1650/1670N	1 - Count	American Paper & Twine Company	Brother - TN560	BRT TN560	10	65.29	$652.90
18	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN570	BRT TN570	75	66.03	$4,952.25
19	Toner Cartridge	1 - Count	American Paper & Twine Company	Brother - TN5000PF	BRT TN5000PF	2	25.15	$50.30
20	Toner Cartridge, PG-40, BLACK	1 - Count	American Paper & Twine Company	Canon - 0615B002	CNM PG40	15	17.82	$267.30
21	Toner Cartridge, CL-41 Tricolor	1 - Count	American Paper & Twine Company	Cannon - 0617B002	CNM CL41	15	22.07	$331.05
22	Toner Cartridge, FX8	1 - Count	American Paper & Twine Company	Cannon - 8955A001AA	CNM FX8	27	70.52	$1,904.04
23	Toner Cartridge, E40, , Black	1 - Count	American Paper & Twine Company	Cannon - 1491A002AA	CNM E40	5	118.44	$592.20
24	Toner Cartridge, BC115	1 - Count	American Paper & Twine Company	Cannon - 8190A003	CNM BCI15BK	7	11.30	$79.10
25	Toner Cartridge, FX-4 Black	1 - Count	American Paper & Twine Company	Cannon - 1558A002AA	CNM FX4	7	70.14	$490.98
26	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T044120	EPS T044120	5	20.94	$104.70
27	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T044220	EPS T044220	6	11.32	$67.92
28	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T044320	EPS T044320	5	11.32	$56.60
29	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T044420	EPS T044420	5	11.32	$56.60
30	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T048120	EPS T048120	7	15.83	$110.81
31	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T048220	EPS T048220	4	11.46	$45.84
32	Toner Cartridge, Magenta	1 - Count	American Paper & Twine Company	Epson - T048320	EPS T048320	11	11.46	$126.06
33	Toner Cartridge, Various Colors	1 - Count	American Paper & Twine Company	EPSON - T048420,48520,48620	EPS T048420,T048520,	6	11.46	$68.76
34	Toner Cartridge, R800, Photo Black	1 - Count	American Paper & Twine Company	Epson - T054120	EPS T054120	2	11.71	$23.42
35	Toner Cartridge, R800, Cyan	1 - Count	American Paper & Twine Company	Epson - T054220	EPS T054220	5	11.71	$58.55
36	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T054320	EPS T054320	3	11.71	$35.13
37	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	Epson - T060120-S	EPS T060120	69	16.48	$1,137.12
38	Toner Cartridge, Cyn	1 - Count	American Paper & Twine Company	Epson - T060220-S	EPS T060220	26	11.07	$287.82
39	Toner Cartridge, MA	1 - Count	American Paper & Twine Company	Epson - T060320-S	EPS T060320	16	11.07	$177.12
40	Toner Cartridge, YW	1 - Count	American Paper & Twine Company	Epson - T060420S	EPS T060420	25	11.07	$276.75
41	Toner Cartridge, Multicolor	1 - Count	American Paper & Twine Company	Epson - T060520S	EPS T060520	40	31.68	$1,267.20
42	Toner Cartridge, Black Photo	1 - Count	American Paper & Twine Company	Epson - T079120	EPS T079120	4	16.84	$67.36
43	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T079220	EPS T079220	2	16.84	$33.68
44	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T079320	EPS T079320	3	16.84	$50.52
45	Toner Cartridge	1 - Count	American Paper & Twine Company	Epson - T079420	EPS T079420	3	16.84	$50.52
46	Toner Cartridge, Lt.Cyan	1 - Count	American Paper & Twine Company	EPSON - T079520	EPS T079520	3	16.84	$50.52
47	Toner Cartridge, Lt. Magenta	1 - Count	American Paper & Twine Company	Epson - T079620	EPS T079620	3	16.84	$50.52
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	American Paper & Twine Company	EPSON - T088120-S	EPS T088120	7	10.73	$75.11
49	Toner Cartridge, RX700, Black	1 - Count	American Paper & Twine Company	Epson - T559120	EPS T059120	2	11.52	$23.04
50	Toner Cartridge, RX700 Various Colors	1 - Count	American Paper & Twine Company	Epson - T559220,320,420,520	EPS T059220, 320,420	6	11.52	$69.12
51	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 51629A	HP 51629A	2	30.54	$61.08
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	American Paper & Twine Company	HP - 51633M	HP 51633M	4	27.40	$109.60
53	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 51641A	HP 51641A	2	32.27	$64.54
54	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 51645A	HP 51645A	657	28.38	$18,645.66
55	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 51649A	HP 51649A	2	32.01	$64.02
56	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 92298A	HP 92298A	10	100.13	$1,001.30

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
57	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - 92298X	HP 92298X	4	99.98	$399.92
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	American Paper & Twine Company	HP - CB335WN#140	HP CB335WN	47	12.59	$591.73
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	American Paper & Twine Company	HP - CB336WN#140	HP CB336WN	9	29.79	$268.11
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	American Paper & Twine Company	HP - CB337WN#140	HP CB337WN	46	16.01	$736.46
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	American Paper & Twine Company	HP - CB338WN#140	HP CB338WN	2	34.90	$69.80
62	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CB436A	HP CB436A	42	65.23	$2,739.66
63	Toner Cartridge, M1319F	1 - Count	American Paper & Twine Company	HP - CB536A#ABA	HP CB536A	1	305.15	$305.15
64	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CB540A	HP CB540A	2	66.58	$133.16
65	Toner Cartridge, Color	1 - Count	American Paper & Twine Company	HP - CB541A,CB542A,CB543A	HP CB541A,CB542A,CB5	3	63.82	$191.46
66	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CC364A	HP CC364A	1	142.67	$142.67
67	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CC530A	HP CC530A	2	112.91	$225.82
68	Toner Cartridge, Various colors	1 - Count	American Paper & Twine Company	HP - CC531A,CC532A,CC533A	HP CC531A,CC532A,CC5	6	111.29	$667.74
69	Toner Cartridge, #93 Twin Pack,	1 - Count	American Paper & Twine Company	HP - CC581FN#140	HP CC581FN	2	37.65	$75.30
70	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CC640WN#140	HP CC640WN	9	13.27	$119.43
71	Toner Cartridge, HP60, Tri-color	1 - Count	American Paper & Twine Company	HP - CC643WN#140	HP CC643WN	13	17.03	$221.39
72	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - CE505A	HP CE505A	2	81.13	$162.26
73	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C1823D	HP C1823D	87	35.22	$3,064.14
74	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C3903A	HP C3903A	43	85.36	$3,670.48
75	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C3903X	HP C3903	3	90.10	$270.30
76	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C3906A	HP C3906A	4	64.71	$258.84
77	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C3909X	HP C3909X	3	182.55	$547.65
78	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4092A	HP C4092A	31	56.64	$1,755.84
79	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4096A	HP C4096A	4	89.40	$357.60
80	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4127A	HP C4127A	11	90.46	$995.06
81	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4127X	HP C4127X	116	116.58	$13,523.28
82	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4129X	HP C4129X	2	149.41	$298.82
83	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4149A	HP C4149A	2	113.11	$226.22
84	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4150A	HP C4150A	2	175.82	$351.64
85	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4150A	HP C4150A	2	175.82	$351.64
86	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4151A	HP C4151A	2	175.82	$351.64
87	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4152A	HP C4152A	2	175.82	$351.64
88	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4153A	HP C4153A	2	166.56	$333.12
89	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4154A	HP C4154A	1	373.61	$373.61
90	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4155A	HP C4155A	2	301.79	$603.58
91	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4182X	HP C4182X	5	168.46	$842.30
92	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4191A	HP C4191A	2	85.17	$170.34
93	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4192A	HP C4192A	2	124.40	$248.80
94	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4193A	HP C4193A	2	124.40	$248.80
95	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4194A	HP C4194A	2	124.40	$248.80
96	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4195A	HP C4195A	2	87.07	$174.14
97	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4429A	HP C4429A	2	37.02	$74.04

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
98	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4800A	HP C4800A	2	31.85	$63.70
99	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4801A	HP C4801A	2	31.85	$63.70
100	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4802A	HP C4802A	2	31.85	$63.70
101	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4803A	HP C4803A	2	31.85	$63.70
102	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4804A	HP C4804A	2	61.65	$123.30
103	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4805A	HP C4805A	3	61.65	$184.95
104	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4806A	HP C4806A	3	61.65	$184.95
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	American Paper & Twine Company	HP - C4810A	HP C4810A	9	31.48	$283.32
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	American Paper & Twine Company	HP - C4811A	HP C4811A	6	31.48	$188.88
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	American Paper & Twine Company	HP - C4812A	HP C4812A	4	31.48	$125.92
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	American Paper & Twine Company	HP - C4813A	HP C4813A	8	31.48	$251.84
109	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4820A	HP C4820A	2	119.67	$239.34
110	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4821A	HP C4821A	2	119.67	$239.34
111	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4822A	HP C4822A	2	119.67	$239.34
112	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4823A	HP C4823A	2	119.67	$239.34
113	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4836AN	HP C4836AN	23	30.69	$705.87
114	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4837A	HP C4837A	31	30.69	$951.39
115	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4838A	HP C4838A	33	30.69	$1,012.77
116	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4841A	HP C4841A	2	31.03	$62.06
117	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4842A	HP C4842A	2	31.03	$62.06
118	Toner Cartridge, HP2000, Magnta	1 - Count	American Paper & Twine Company	HP - C4343A	HP C4343A	2	31.03	$62.06
119	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4844A	HP C4844A	39	30.07	$1,172.73
120	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4846A	HP C4846A	2	118.04	$236.08
121	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4847A	HP C4847A	2	118.04	$236.08
122	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4848A	HP C4848A	2	118.04	$236.08
123	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4871A	HP C4871A	2	118.04	$236.08
124	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4911A	HP C4911A	4	33.52	$134.08
125	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4912A	HP C4912A	4	33.52	$134.08
126	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C4913A	HP C4913A	2	33.52	$67.04
127	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C5010D	HP C5010D	17	25.65	$436.05
128	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C5011D	HP C5011D	10	19.16	$191.60
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	American Paper & Twine Company	HP - C5023A	HP C5023A	1	66.58	$66.58
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	American Paper & Twine Company	HP - C5024A,C5025A,C5026A	HP C5024A,C5025A,C50	3	66.58	$199.74
131	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6578A	HP C6578A	9	51.36	$462.24
132	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6578D	HP C6578D	417	30.74	$12,818.58
133	Toner Cartridge, Black, DJ610C	1 - Count	American Paper & Twine Company	HP - C6614D	HP C6614D	20	29.09	$581.80
134	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6615D	HP C6615D	174	26.81	$4,664.94
135	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6625A	HP C6625A	30	29.22	$876.60
136	Toner Cartridge, #19 Black	1 - Count	American Paper & Twine Company	HP - C6628A	HP C6628A	4	31.40	$125.60
137	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6656A	HP C6656A	410	19.22	$7,880.20
138	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6657A	HP C6657A	204	30.74	$6,270.96

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
139	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C6658A	HP 6658A	54	23.36	$1,261.44
140	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C7115A	HP C7115A	18	54.66	$983.88
141	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C7115X	HP C7115X	31	69.68	$2,160.08
142	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8061A	HP C8061A	15	88.71	$1,330.65
143	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8061X	HP C8061X	287	114.29	$32,801.23
144	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8543X	HP C8543X	50	250.88	$12,544.00
145	Toner Cartridge, HP02, Black	1 - Count	American Paper & Twine Company	HP - C8721WN	HP C8721WN	28	16.33	$457.24
146	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8727A	HP C8727A	151	16.31	$2,462.81
147	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8728A	HP C8728A	93	20.54	$1,910.22
148	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8765WN	HP C8765WN	272	19.22	$5,227.84
149	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8766WN	HP C8766WN	304	22.27	$6,770.08
150	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C8767WN	HP C8767WN	588	27.21	$15,999.48
151	Toner Cartridge, HP02, Cyan	1 - Count	American Paper & Twine Company	HP - C8771WN	HP C8771WN	14	8.62	$120.68
152	Toner Cartridge, HP02, MGM	1 - Count	American Paper & Twine Company	HP - C8772WN	HP C8772WN	18	8.62	$155.16
153	Toner Cartridge, HP02, YW	1 - Count	American Paper & Twine Company	HP - C8773WN	HP C8773WN	18	8.62	$155.16
154	Toner Cartridge, HP02, Cyan,	1 - Count	American Paper & Twine Company	HP - C8774WN	HP C8774WN	14	8.62	$120.68
155	Toner Cartridge, HP02, Mgnta	1 - Count	American Paper & Twine Company	HP - C8775WN	HP C8775WN	14	8.62	$120.68
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	American Paper & Twine Company	HP - C8788FN	HP C8788FN	4	61.09	$244.36
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	American Paper & Twine Company	HP - C9319FN	HP C9319FN	36	36.03	$1,297.08
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	American Paper & Twine Company	HP - C9320FN	HP C9320FN	25	61.79	$1,544.75
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	American Paper & Twine Company	HP - C9321FN	HP C9321FN	1	51.96	$51.96
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	American Paper & Twine Company	HP - C9323FN	HP C9323FN	2	38.03	$76.06
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	American Paper & Twine Company	HP - C9330FN	HP C9330FN	3	39.81	$119.43
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	American Paper & Twine Company	HP - C9348FN	HP C9348FN	8	53.20	$425.60
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	American Paper & Twine Company	HP - C9349FN	HPC9349FN	12	61.79	$741.48
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	American Paper & Twine Company	HP - C9350FN	HP C9350FN	5	36.03	$180.15
165	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - C9351A	HP C9351AN	17	12.53	$213.01
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	American Paper & Twine Company	HP - C9352A	HP C9352AN	79	16.12	$1,273.48
167	Toner Cartridge, HP#93, Tri-color	1 - Count	American Paper & Twine Company	HP - C9361WN	HP C9361WN	58	19.36	$1,122.88
168	Toner Cartridge, HP 92, Black	1 - Count	American Paper & Twine Company	HP - C9362WN	HP C9362WN	51	12.47	$635.97
169	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9363WN	HP C9363WN	401	30.74	$12,326.74
170	Toner Cartridge, HP98, Black	1 - Count	American Paper & Twine Company	HP - C9364WN	HP C9364WN	141	19.44	$2,741.04
171	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9369WN	HP C9369WN	56	23.36	$1,308.16
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	American Paper & Twine Company	HP - C9381A	HP C9381A	7	57.89	$405.23
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	American Paper & Twine Company	HP - C9382A	HP C9382A	7	57.89	$405.23
174	Toner Cartridge, HP88, Black	1 - Count	American Paper & Twine Company	HP - C9385A	HP C9385AN	124	18.84	$2,336.16
175	Toner Cartridge, F/HP88 CYN	1 - Count	American Paper & Twine Company	HP - C9386A	HP C9386AN	2	12.57	$25.14
176	Toner Cartridge, F/HP88, MA	1 - Count	American Paper & Twine Company	HP - C9387A	HP C9387AN	4	12.57	$50.28
177	Toner Cartridge, F/HP 88 YW	1 - Count	American Paper & Twine Company	HP - C9388A	HP C9388AN	1	12.57	$12.57
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	American Paper & Twine Company	HP - C9391A	HP C9391AN	118	21.31	$2,514.58
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	American Paper & Twine Company	HP - C9392A	HP C9392AN	249	21.31	$5,306.19

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
180	Toner Cartridge, HP88 LG, YW	1 - Count	American Paper & Twine Company	HP - C9393A	HP C9393AN	136	21.31	$2,898.16
181	Toner Cartridge, HP88, Black	1 - Count	American Paper & Twine Company	HP - C9396A	HP C9393AN	81	32.14	$2,603.34
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	American Paper & Twine Company	HP - C9512FN	HP C9512FN	2	23.32	$46.64
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	American Paper & Twine Company	HP - C9514FN	HP C9514FN	8	36.03	$288.24
184	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9720A	HP C9720A	10	141.46	$1,414.60
185	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9721A	HP C9721A	4	191.16	$764.64
186	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9722A	HP C9722A	6	191.16	$1,146.96
187	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9723A	HP C9723A	5	191.16	$955.80
188	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9730A	HP C9730A	21	204.57	$4,295.97
189	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9731A	HP C9731A	23	286.80	$6,596.40
190	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9732A	HP C9733A	23	286.80	$6,596.40
191	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - C9733A	HP C9733A	24	286.80	$6,883.20
192	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q1338A	HP Q1338A	154	139.87	$21,539.98
193	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q1339A	HP Q1339A	6	185.27	$1,111.62
194	Toner Cartridge, Laser Jet	1 - Count	American Paper & Twine Company	HP - Q1339A	HP Q1339A	6	185.27	$1,111.62
195	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2610A	HP Q2610A	15	109.69	$1,645.35
196	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2612A	HP Q2612A	140	62.48	$8,747.20
197	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2613A	HP Q2613A	79	63.65	$5,028.35
198	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2613X	HP Q2612X	2	81.01	$162.02
199	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2624A	HP Q2624A	10	64.96	$649.60
200	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2670A	HP Q2670A	36	120.42	$4,335.12
201	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2671A	HP Q2671A	26	120.01	$3,120.26
202	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2672A	HP Q2672A	25	120.01	$3,000.25
203	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q2673A	HP Q2673A	33	120.01	$3,960.33
204	Toner Cartridge, HP, CY	1 - Count	American Paper & Twine Company	HP - Q2681A	HPQ2681A	5	154.88	$774.40
205	Toner Cartridge, YW & MA	1 - Count	American Paper & Twine Company	HP - Q2682A, Q2683A	HP Q2682A,Q2683A	8	154.88	$1,239.04
206	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3690A	HP Q3690A	8	75.13	$601.04
207	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3961A	HP Q3961A	5	90.63	$453.15
208	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3962A	HP Q3962A	5	90.63	$453.15
209	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3693A	HP Q3693A	5	90.63	$453.15
210	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3694A	HP Q3694A	6	157.84	$947.04
211	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3971A	HP Q3971A	5	66.84	$334.20
212	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3972A	HP Q3972A	2	66.84	$133.68
213	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q3973A	HP Q3973A	2	66.84	$133.68
214	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q5942A	HP Q5942A	24	132.99	$3,191.76
215	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q5942X	HP Q5942X	54	205.31	$11,086.74
216	Toner Cartridge, Laser , 49A, Black	1 - Count	American Paper & Twine Company	HP - Q5949A	HP Q5949A	59	63.65	$3,755.35
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	American Paper & Twine Company	HP - Q5949X	HP Q5949X	7	119.22	$834.54
218	Toner Cartridge, Color, LJ, Black	1 - Count	American Paper & Twine Company	HP - Q5950A	HP Q5950A	30	161.79	$4,853.70
219	Toner Cartridge, Color , LJ , CY	1 - Count	American Paper & Twine Company	HP - Q5951A	HP Q5951A	18	230.04	$4,140.72
220	Toner Cartridge, Color, LJ, YW	1 - Count	American Paper & Twine Company	HP - Q5952A	HP Q5952A	18	230.04	$4,140.72

Toner and Fax Cartridges
MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
221	Toner Cartridge, Color, LJ, MA	1 - Count	American Paper & Twine Company	HP - Q5953A	HP Q5953A	17	230.04	$3,910.68
222	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	HP - Q6000A	HP Q6000A	112	68.83	$7,708.96
223	Toner Cartridge, Cyan	1 - Count	American Paper & Twine Company	HP - Q6001A	HP Q6001A	69	75.13	$5,183.97
224	Toner Cartridge, Color, YW	1 - Count	American Paper & Twine Company	HP - Q6002A	HP Q6002A	73	75.13	$5,484.49
225	Toner Cartridge, Color, Mgnta	1 - Count	American Paper & Twine Company	HP - Q6003A	HP Q6003A	70	75.13	$5,259.10
226	Toner Cartridge, Color, LJ, Black	1 - Count	American Paper & Twine Company	HP - Q6470A	HP Q6470A	112	119.46	$13,379.52
227	Toner Cartridge, Color, LJ, CY	1 - Count	American Paper & Twine Company	HP - Q6471A	HP Q6471A	37	120.01	$4,440.37
228	Toner Cartridge, Color, LJ, YW	1 - Count	American Paper & Twine Company	HP - Q6472A	HP Q6472A	39	120.01	$4,680.39
229	Toner Cartridge, Color, LJ, MA	1 - Count	American Paper & Twine Company	HP - Q6473A	HP Q6473A	26	120.01	$3,120.26
230	Toner Cartridge	1 - Count	American Paper & Twine Company	HP - Q6511A	HP Q6511A	4	112.83	$451.32
231	Toner Cartridge, LRS, Hiyld	1 - Count	American Paper & Twine Company	HP - Q6511X	HP Q6511X	6	189.44	$1,136.64
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	American Paper & Twine Company	HP - Q7551X	HP Q7551X	6	196.16	$1,176.96
233	Toner Cartridge, 53A, Bk	1 - Count	American Paper & Twine Company	HP - Q7553A	HP Q7553A	4	73.25	$293.00
234	Toner Cartridge, Color LJ, Cyn	1 - Count	American Paper & Twine Company	HP - Q7581A	HP Q7581A	35	153.65	$5,377.75
235	Toner Cartridge, Color LJ, Yw	1 - Count	American Paper & Twine Company	HP - Q7582A	HP Q7582A	43	153.65	$6,606.95
236	Toner Cartridge, Color LJ, MA	1 - Count	American Paper & Twine Company	HP - Q7583A	HP Q7583A	46	153.65	$7,067.90
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	American Paper & Twine Company	HP - Q8846A	HP Q8846A	4	592.54	$2,370.16
238	Toner Cartridge, CN, C500N	1 - Count	American Paper & Twine Company	LEXMARK - C500S2CG	LEX C500S2CG	1	101.80	$101.80
239	Toner Cartridge, Bk, C500N	1 - Count	American Paper & Twine Company	Lexmark - C500S2KG	LEX C500S2KG	1	92.61	$92.61
240	Toner Cartridge, MA, C500N	1 - Count	American Paper & Twine Company	Lexmark - C500S2MG	LEX C500S2MG	1	101.80	$101.80
241	Toner Cartridge, Yw, C500N	1 - Count	American Paper & Twine Company	Lexmark - C500S2YG	LEX C500S2YG	1	101.80	$101.80
242	Toner Cartridge, Ret. Prog., Black	1 - Count	American Paper & Twine Company	Lexmark - C5200KS	LEX C5200KS	3	94.21	$282.63
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	American Paper & Twine Company	Lexmark - C5200MS	LEX C5200MS	2	94.21	$188.42
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	American Paper & Twine Company	Lexmark - C5200YS	LEX C5200YS	2	94.21	$188.42
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	American Paper & Twine Company	Lexmark - C5220CS	LEX C5220CS	7	120.94	$846.58
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	American Paper & Twine Company	Lexmark - C5220KS	LEX C5220KS	7	106.67	$746.69
247	Toner Cartridge, F/C522/524, MA	1 - Count	American Paper & Twine Company	Lexmark - C5220MS	LEX C5220MS	7	120.94	$846.58
248	Toner Cartridge, F/C522/524, Yw	1 - Count	American Paper & Twine Company	Lexmark - C5220YS	LEX C5220YS	7	120.94	$846.58
249	Toner Cartridge, CN, Hiyld	1 - Count	American Paper & Twine Company	Lexmark - C5240CH	LEX C5240CH	3	162.30	$486.90
250	Toner Cartridge, Bk Hiyld	1 - Count	American Paper & Twine Company	Lexmark - C5240KH	LEX C5240KH	10	158.00	$1,580.00
251	Toner Cartridge, MA, Hiyld	1 - Count	American Paper & Twine Company	Lexmark - C5240MH	LEX C5240MH	5	162.30	$811.50
252	Toner Cartridge, Yw, Hiyld	1 - Count	American Paper & Twine Company	Lexmark - C5240YH	LEX C5240YH	6	162.30	$973.80
253	Photo cond. Unit, F/C530	1 - Count	American Paper & Twine Company	Lexmark - C53030X	LEX C53030X	8	30.73	$245.84
254	Toner Cartridge, CN	1 - Count	American Paper & Twine Company	Lexmark - C7700CH	LEX C7700CH	7	306.94	$2,148.58
255	Toner Cartridge, Cyan	1 - Count	American Paper & Twine Company	Lexmark - C7700CS	LEX C7700CS	5	212.47	$1,062.35
256	Toner Cartridge, HY, BK	1 - Count	American Paper & Twine Company	Lexmark - C7700KH	LEX C7700KH	8	164.41	$1,315.28
257	Toner Cartridge, BK	1 - Count	American Paper & Twine Company	Lexmark - C7700KS	LEX C7700KS	3	129.00	$387.00
258	Toner Cartridge, MA, HY	1 - Count	American Paper & Twine Company	Lexmark - C7700MH	LEX C7700MH	7	306.94	$2,148.58
259	Toner Cartridge, MA	1 - Count	American Paper & Twine Company	Lexmark - C7700MS	LEX C7700MS	5	212.47	$1,062.35
260	Toner Cartridge, YW, HY	1 - Count	American Paper & Twine Company	Lexmark - C7700YH	LEX C7700YH	7	306.94	$2,148.58
261	Toner Cartridge, YW	1 - Count	American Paper & Twine Company	Lexmark - C7700YS	LEX C7700YS	4	212.47	$849.88

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
262	Toner Cartridge, CN	1 - Count	American Paper & Twine Company	Lexmark - C780A1CG	LEX C780A1CG	10	212.49	$2,124.90
263	Toner Cartridge, BK	1 - Count	American Paper & Twine Company	Lexmark - C780A1KG	LEX C780A1KG	12	129.01	$1,548.12
264	Toner Cartridge, MA	1 - Count	American Paper & Twine Company	Lexmark - C780A1MG	LEX C780A1MG	9	212.49	$1,912.41
265	Toner Cartridge, YW	1 - Count	American Paper & Twine Company	Lexmark - C780A1YG	LEX C780A1YG	10	212.49	$2,124.90
266	Toner Cartridge, Black, 3.5k	1 - Count	American Paper & Twine Company	Lexmark - E250A11A	LEX E250A11A	2	89.91	$179.82
267	Toner Cartridge, F/E35, Hiyld	1 - Count	American Paper & Twine Company	Lex,mark - E352H11A	LEX E352H11A	5	177.54	$887.70
268	Toner Cartridge, #16 Black	1 - Count	American Paper & Twine Company	Lexmark - 10N0016	LEX 10N0016	3	27.62	$82.86
269	Toner Cartridge, #26 Color	1 - Count	American Paper & Twine Company	Lexmark - 10N0026	LEX 10N0026	4	30.20	$120.80
270	Toner Cartridge, #17 MOD yld Black	1 - Count	American Paper & Twine Company	Lexmark - 10N0217	LEX 10N0217	3	19.74	$59.22
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	American Paper & Twine Company	Lexmark - 12A1970	LEX 12A1970	21	32.62	$685.02
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	American Paper & Twine Company	Lexmark - 15M0120	LEX 15M0120	12	39.10	$469.20
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	American Paper & Twine Company	Lexmark - 15M2971	LEX 15M2971	10	21.34	$213.40
274	Toner Cartridge Black, X3550, Z816	1 - Count	American Paper & Twine Company	Lexmark - 18C0032	LEX 18C0032	70	21.50	$1,505.00
275	Toner Cartridge, Color, X3550, Z816	1 - Count	American Paper & Twine Company	Lexmark - 18C0033	LEX 18C0033	50	23.60	$1,180.00
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	American Paper & Twine Company	Lexmark - 18C0532	LEX 18C0532	20	43.92	$878.40
277	Toner Cartridge, #23 Black	1 - Count	American Paper & Twine Company	Lexmark - 18C1523	LEX 18C1523	4	19.55	$78.20
278	Toner Cartridge, #24, Tricolor	1 - Count	American Paper & Twine Company	Lexmark - 18C1524	LEX 18C1524	2	21.67	$43.34
279	Toner Cartridge, #44, Black	1 - Count	American Paper & Twine Company	Lexmark - 18Y0144	LEX 18Y0144	14	24.60	$344.40
280	Toner Cartridge, Photo	1 - Count	American Paper & Twine Company	Lexmark - 18Y0140	LEX 18Y0140	2	29.68	$59.36
281	Toner Cartridge, #43 Tri-Color	1 - Count	American Paper & Twine Company	Lexmark - 18Y0143	LEX 18Y0143	12	29.61	$355.32
282	Toner Cartridge, Hiyld	1 - Count	American Paper & Twine Company	Lexmark - 64004HA	LEX 64004HA	2	310.72	$621.44
283	Toner Cartridge, yld, Black	1 - Count	American Paper & Twine Company	Lexmark - 64015HA	LEX 64015HA	4	316.48	$1,265.92
284	Toner Cartridge, Std Yld	1 - Count	American Paper & Twine Company	Lex,mark - 64015SA	LEX 64015SA	21	126.87	$2,664.27
285	Toner Cartridge, Black, Hi-yld	1 - Count	American Paper & Twine Company	Lexmark - 64035HA	LEX 64035HA	6	371.36	$2,228.16
286	Fax Cartridge	1 - Count	American Paper & Twine Company	Panasonic - KX-P170	PAN KX-P170	5	13.29	$66.45
287	Fax Cartridge	1 - Count	American Paper & Twine Company	Panasonic - UG3313	PAN UG3313	24	110.78	$2,658.72
288	Fax Cartridge	1 - Count	American Paper & Twine Company	Panasonic - UG3350	PAN UG3350	5	107.06	$535.30
289	Fax Cartridge	1 - Count	American Paper & Twine Company	Panasonic - UG5510	PAN UG5510	3	127.21	$381.63
290	Toner Cartridge Boradband Fax, Black	1 - Count	American Paper & Twine Company	Sharp - UXC80B	SHR UXC80B	10	32.33	$323.30
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	American Paper & Twine Company	Xerox - 016-1801-00	XER 016-1801-00	2	280.17	$560.34
292	Toner Cartridge, Yw, Hi-cap	1 - Count	American Paper & Twine Company	Xerox - 016-1802-00	XER 016-1802-00	2	280.17	$560.34
293	Toner Cartridge, Black, Hi-cap	1 - Count	American Paper & Twine Company	Xerox - 016-1803-01	XER 016-1803-01	3	128.23	$384.69
294	Toner Cartridge, Cyan , Std	1 - Count	American Paper & Twine Company	Xerox - 016-1804-00	XER 016-18014-00	2	207.35	$414.70
295	Toner Cartridge, Yel, Std.	1 - Count	American Paper & Twine Company	Xerox - 016-1806--00	XER 016-1806-00	2	207.35	$414.70
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	American Paper & Twine Company	Xerox - 016-1843-00	XER 016-1843-00	2	79.98	$159.96
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	American Paper & Twine Company	Xerox - 016-1891-00	XER 016-1891-00	3	27.00	$81.00
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	American Paper & Twine Company	Xerox - 016-1945-00	XER 016-1945-00	2	163.06	$326.12
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	American Paper & Twine Company	Xerox - 016-1946-00	XER 016-1946-00	2	163.06	$326.12
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	American Paper & Twine Company	Xerox - 106R00668	XER 106R00668	3	131.94	$395.82
301	Toner Cartridge, PHSR 6250, MA	1 - Count	American Paper & Twine Company	Xerox - 106R00669	XER 106R00669	1	131.94	$131.94
302	Toner Cartridge, PHRS 6250, YW	1 - Count	American Paper & Twine Company	Xerox - 106R00670	XER 106R00670	4	131.94	$527.76

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
303	Toner Cartridge, PHSR 6250, BK	1 - Count	American Paper & Twine Company	Xerox - 106R00671	XER 106R00671	1	38.54	$38.54
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	American Paper & Twine Company	Xerox - 106R00673	XER 106R00673	1	205.56	$205.56
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	American Paper & Twine Company	Xerox - 106R00675	XER 106R00675	1	66.71	$66.71
306	Toner Cartridge, Waste Container, PH7400	1 - Count	American Paper & Twine Company	Xerox - 106R01081	XER 106R01081	2	26.80	$53.60
307	Toner Cartridge, Work center, P555/57	1 - Count	American Paper & Twine Company	Xerox - 106R402	XER 106R402	6	102.51	$615.06
308	Toner Cartridge, Black	1 - Count	American Paper & Twine Company	Xerox - 106R404	XER 106R404	2	37.11	$74.22
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	American Paper & Twine Company	Xerox - 113R457	XER 113R457	4	122.25	$489.00
310	Fax Copy Cartridge Drum	1 - Count	American Paper & Twine Company	Xerox - 113R459	XER 113R459	1	115.55	$115.55
							TOTAL	**$503,283.08**
1	Fax Laser Drum Unit	1 - Count	Corporate Express (Memphis, TN)	Brother - DR250	BRTDR250	20	127.99	$2,559.80
2	Fax Laser Drum Unit	1 - Count	Corporate Express (Memphis, TN)	Brother - DR400	BRTDR400	16	109.42	$1,750.72
3	Fax Laser Drum Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - DR350	BRTDR350	3	98.33	$294.99
4	Drum Cartridge,	1 - Count	Corporate Express (Memphis, TN)	Brother - DR510	BRTDR510	15	135.13	$2,026.95
5	Fax Printer Cartridges	1 - Count	Corporate Express (Memphis, TN)	Brother - PC201	BRTPC201	87	23.46	$2,041.02
6	Fax Printer Cartridges	1 - Count	Corporate Express (Memphis, TN)	Brother - PC401	BRTPC401	3	17.09	$51.27
7	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	Brother - TN110BK	BRTTN110BK	3	59.84	$179.52
8	Toner Cartridge, Various Colors	1 - Count	Corporate Express (Memphis, TN)	Brother - TN110C,TN110M,TN110Y	BRTTN110C	3	69.82	$209.46
9	Toner Cartridge , Black, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Brother - TN115BK	BRTTN115BK	2	92.62	$185.24
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	Corporate Express (Memphis, TN)	Brother - TN250	BRTTN250	29	22.55	$653.95
11	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN350	BRTTN350	25	40.45	$1,011.25
12	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN430	BRTTN430	23	47.24	$1,086.52
13	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN460	BRTTN460	24	56.92	$1,366.08
14	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN530	BRTTN530	2	54.59	$109.18
15	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN540	BRTTN540	31	46.65	$1,446.15
16	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	Brother - TN550	BRTTN550	9	70.26	$632.34
17	Toner Cartridge, HL1650/1670N	1 - Count	Corporate Express (Memphis, TN)	Brother - TN560	BRTTN560	10	70.77	$707.70
18	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN570	BRTTN570	75	60.46	$4,534.50
19	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Brother - TN5000PF	BRTTN5000PF	2	22.55	$45.10
20	Toner Cartridge, PG-40, BLACK	1 - Count	Corporate Express (Memphis, TN)	Canon - 0615B002	CANPG40	15	19.94	$299.10
21	Toner Cartridge, CL-41 Tricolor	1 - Count	Corporate Express (Memphis, TN)	Cannon - 0617B002	CANCL41	15	24.69	$370.35
22	Toner Cartridge, FX8	1 - Count	Corporate Express (Memphis, TN)	Cannon - 8955A001AA	CAN8955A001	27	88.62	$2,392.74
23	Toner Cartridge, E40, , Black	1 - Count	Corporate Express (Memphis, TN)	Cannon - 1491A002AA	CAN1491A002	5	113.47	$567.35
24	Toner Cartridge, BC115	1 - Count	Corporate Express (Memphis, TN)	Cannon - 8190A003	CANBCI15BK	7	10.20	$71.40
25	Toner Cartridge, FX-4 Black	1 - Count	Corporate Express (Memphis, TN)	Cannon - 1558A002AA	CAN1558A002	7	82.67	$578.69
26	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T044120	EPST044120	5	20.87	$104.35
27	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T044220	EPST044220	6	8.81	$52.86
28	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T044320	EPST044320	5	8.81	$44.05
29	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T044420	EPST044420	5	8.81	$44.05
30	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T048120	EPST048120	7	12.44	$87.08

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
31	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T048220	EPST048220	4	8.81	$35.24
32	Toner Cartridge, Magenta	1 - Count	Corporate Express (Memphis, TN)	Epson - T048320	EPST048320	11	8.81	$96.91
33	Toner Cartridge, Various Colors	1 - Count	Corporate Express (Memphis, TN)	EPSON - T048420,48520,48620	EPST048420	6	8.81	$52.86
34	Toner Cartridge, R800, Photo Black	1 - Count	Corporate Express (Memphis, TN)	Epson - T054120	EPST054120	2	10.16	$20.32
35	Toner Cartridge, R800, Cyan	1 - Count	Corporate Express (Memphis, TN)	Epson - T054220	EPST054220	5	10.16	$50.80
36	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T054320	EPST054320	3	16.16	$48.48
37	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	Epson - T060120-S	EPST060120	69	19.94	$1,375.86
38	Toner Cartridge, Cyn	1 - Count	Corporate Express (Memphis, TN)	Epson - T060220-S	EPST060220	26	13.29	$345.54
39	Toner Cartridge, MA	1 - Count	Corporate Express (Memphis, TN)	Epson - T060320-S	EPST060320	16	13.29	$212.64
40	Toner Cartridge, YW	1 - Count	Corporate Express (Memphis, TN)	Epson - T060420S	EPST060420	25	13.29	$332.25
41	Toner Cartridge, Multicolor	1 - Count	Corporate Express (Memphis, TN)	Epson - T060520S	EPST060520	40	39.89	$1,595.60
42	Toner Cartridge, Black Photo	1 - Count	Corporate Express (Memphis, TN)	Epson - T079120	EPST079120	4	18.99	$75.96
43	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T079220	EPST079220	2	18.99	$37.98
44	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T079320	EPST079320	3	18.99	$56.97
45	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Epson - T079420	EPST079420	3	18.99	$56.97
46	Toner Cartridge, Lt.Cyan	1 - Count	Corporate Express (Memphis, TN)	EPSON - T079520	EPST079520	3	18.99	$56.97
47	Toner Cartridge, Lt. Magenta	1 - Count	Corporate Express (Memphis, TN)	Epson - T079620	EPST079620	3	18.99	$56.97
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	Corporate Express (Memphis, TN)	EPSON - T088120-S	EPST088120	7	12.34	$86.38
49	Toner Cartridge, RX700, Black	1 - Count	Corporate Express (Memphis, TN)	Epson - T559120	EPST559120	2	18.04	$36.08
50	Toner Cartridge, RX700 Various Colors	1 - Count	Corporate Express (Memphis, TN)	Epson - T559220,320,420,520	EPST559220	6	13.29	$79.74
51	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 51629A	HEW51629A	2	32.85	$65.70
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	Corporate Express (Memphis, TN)	HP - 51633M	HEW51633M	4	28.53	$114.12
53	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 51641A	HEW51641A	2	33.85	$67.70
54	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 51645A	HEW51645A	657	25.55	$16,786.35
55	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 51649A	HEW51649A	2	33.63	$67.26
56	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 92298A	HEW92298A	10	88.89	$888.90
57	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - 92298X	HEW92298X	4	93.11	$372.44
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	Corporate Express (Memphis, TN)	HP - CB335WN#140	HEWCB335WN	47	14.70	$690.90
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	Corporate Express (Memphis, TN)	HP - CB336WN#140	HEWCB336WN	9	34.99	$314.91
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	Corporate Express (Memphis, TN)	HP - CB337WN#140	HEWCB337WN	46	22.15	$1,018.90
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	Corporate Express (Memphis, TN)	HP - CB338WN#140	HEWCB338WN	2	48.37	$96.74
62	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CB436A	HEWCB436A	42	77.99	$3,275.58
63	Toner Cartridge, M1319F	1 - Count	Corporate Express (Memphis, TN)	HP - CB536A#ABA	HEWCB536A	1	362.90	$362.90
64	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CB540A	HEWCB540A	2	79.86	$159.72
65	Toner Cartridge, Color	1 - Count	Corporate Express (Memphis, TN)	HP - CB541A,CB542A,CB543A	HEWCB541A	3	75.13	$225.39
66	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CC364A	HEWCC364A	1	168.49	$168.49
67	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CC530A	HEWCC530A	2	148.49	$296.98
68	Toner Cartridge, Various colors	1 - Count	Corporate Express (Memphis, TN)	HP - CC531A,CC532A,CC533A	HEWCC531A	6	146.37	$878.22
69	Toner Cartridge, #93 Twin Pack,	1 - Count	Corporate Express (Memphis, TN)	HP - CC581FN#140	HEWCC581FN	2	49.55	$99.10
70	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CC640WN#140	HEWCC640WN	9	17.45	$157.05
71	Toner Cartridge, HP60, Tri-color	1 - Count	Corporate Express (Memphis, TN)	HP - CC643WN#140	HEWCC643WN	13	23.35	$303.55

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
72	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - CE505A	HEWCE505A	2	103.25	$206.50
73	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C1823D	HEWC1823D	87	33.91	$2,950.17
74	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C3903A	HEWC3903A	43	89.65	$3,854.95
76	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C3906A	HEWC3906A	4	59.22	$236.88
77	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C3909X	HEWC3909X	3	176.32	$528.96
78	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4092A	HEWC4092A	31	50.82	$1,575.42
79	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4096A	HEWC4096A	4	84.65	$338.60
80	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4127A	HEWC4127A	11	97.13	$1,068.43
81	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4127X	HEWC4127X	116	108.63	$12,601.08
82	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4129X	HEWC4129X	2	139.41	$278.82
83	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4149A	HEWC4149A	2	117.07	$234.14
84	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4150A	HEWC4150A	2	181.42	$362.84
85	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4150A	HEWC4150A	2	181.42	$362.84
86	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4151A	HEWC4151A	2	181.42	$362.84
87	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4152A	HEWC4152A	2	185.47	$370.94
88	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4153A	HEWC4153A	2	139.20	$278.40
89	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4154A	HEWC4154A	1	396.94	$396.94
90	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4155A	HEWC4155A	2	402.76	$805.52
91	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4182X	HEWC4182X	5	160.36	$801.80
92	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4191A	HEWC4191A	2	75.79	$151.58
93	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4192A	HEWC4192A	2	110.78	$221.56
94	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4193A	HEWC4193A	2	110.78	$221.56
95	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4194A	HEWC4194A	2	110.78	$221.56
96	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4195A	HEWC4195A	2	72.58	$145.16
97	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4429A	HEWC4429A	2	46.27	$92.54
98	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4800A	HEWC4800A	2	34.82	$69.64
99	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4801A	HEWC4801A	2	33.72	$67.44
100	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4802A	HEWC4802A	2	33.72	$67.44
101	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4803A	HEWC4803A	2	33.72	$67.44
102	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4804A	HEWC4804A	2	51.86	$103.72
103	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4805A	HEWC4805A	3	51.86	$155.58
104	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4806A	HEWC4806A	3	51.86	$155.58
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C4810A	HEWC4810A	9	35.35	$318.15
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	Corporate Express (Memphis, TN)	HP - C4811A	HEWC4811A	6	33.24	$199.44
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	Corporate Express (Memphis, TN)	HP - C4812A	HEWC4812A	4	33.24	$132.96
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	Corporate Express (Memphis, TN)	HP - C4813A	HEWC4813A	8	33.24	$265.92
109	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4820A	HEWC4820A	2	111.15	$222.30
110	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4821A	HEWC4821A	2	164.58	$329.16
111	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4822A	HEWC4822A	2	164.58	$329.16
112	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4823A	HEWC4823A	2	164.58	$329.16
113	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4836AN	HEWC4836A	23	32.82	$754.86

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
114	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4837A	HEWC4837A	31	32.82	$1,017.42
115	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4838A	HEWC4838A	33	32.82	$1,083.06
116	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4841A	HEWC4841A	2	32.44	$64.88
117	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4842A	HEWC4842A	2	26.26	$52.52
118	Toner Cartridge, HP2000, Magnta	1 - Count	Corporate Express (Memphis, TN)	HP - C4343A	HEWC4843A	2	32.44	$64.88
119	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4844A	HEWC4844A	39	32.20	$1,255.80
120	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4846A	HEWC4846A	2	104.41	$208.82
121	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4847A	HEWC4847A	2	104.41	$208.82
122	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4848A	HEWC4848A	2	104.41	$208.82
123	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4871A	HEWC4871A	2	104.41	$208.82
124	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4911A	HEWC4911A	4	29.63	$118.52
125	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4912A	HEWC4912A	4	29.63	$118.52
126	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C4913A	HEWC4913A	2	29.63	$59.26
127	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C5010D	HEWC5010D	17	38.22	$649.74
128	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C5011D	HEWC5011D	10	28.35	$283.50
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C5023A	HEWC5023A	1	91.56	$91.56
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	Corporate Express (Memphis, TN)	HP - C5024A,C5025A,C5026A	HEWC5024A	3	91.56	$274.68
131	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6578A	HEWC6578AN	9	56.98	$512.82
132	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6578D	HEWC6578DN	417	27.99	$11,671.83
133	Toner Cartridge, Black, DJ610C	1 - Count	Corporate Express (Memphis, TN)	HP - C6614D	HEWC6614D	20	31.70	$634.00
134	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6615D	HEWC6615DN	174	28.91	$5,030.34
135	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6625A	HEWC6625A	30	32.76	$982.80
136	Toner Cartridge, #19 Black	1 - Count	Corporate Express (Memphis, TN)	HP - C6628A	HEWC6628A	4	33.15	$132.60
137	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6656A	HEWC6656AN	410	17.20	$7,052.00
138	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6657A	HEWC6657AN	204	27.79	$5,669.16
139	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C6658A	HEWC6658AN	54	22.01	$1,188.54
140	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C7115A	HEWC7115A	18	53.53	$963.54
141	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C7115X	HEWC7115X	31	61.59	$1,909.29
142	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8061A	HEWC8061A	15	84.70	$1,270.50
143	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8061X	HEWC8061X	287	107.74	$30,921.38
144	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8543X	HEWC8543X	50	257.80	$12,890.00
145	Toner Cartridge, HP02, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C8721WN	HEWC8721WN	28	17.02	$476.56
146	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8727A	HEWC8727AN	151	18.62	$2,811.62
147	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8728A	HEWC8728AN	93	22.14	$2,059.02
148	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8765WN	HEWC8765WN	272	17.08	$4,645.76
149	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8766WN	HEWC8766WN	304	20.41	$6,204.64
150	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C8767WN	HEWC8767WN	588	25.78	$15,158.64
151	Toner Cartridge, HP02, Cyan	1 - Count	Corporate Express (Memphis, TN)	HP - C8771WN	HEWC8771WN	14	7.99	$111.86
152	Toner Cartridge, HP02, MGM	1 - Count	Corporate Express (Memphis, TN)	HP - C8772WN	HEWC8772WN	18	7.99	$143.82
153	Toner Cartridge, HP02, YW	1 - Count	Corporate Express (Memphis, TN)	HP - C8773WN	HEWC8773WN	18	7.99	$143.82
154	Toner Cartridge, HP02, Cyan,	1 - Count	Corporate Express (Memphis, TN)	HP - C8774WN	HEWC8774WN	14	7.99	$111.86

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
155	Toner Cartridge, HP02, Mgnta	1 - Count	Corporate Express (Memphis, TN)	HP - C8775WN	HEWC8775WN	14	8.96	$125.44
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	Corporate Express (Memphis, TN)	HP - C8788FN	HEWC8788FN	4	80.41	$321.64
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9319FN	HEWC9319FN	36	41.99	$1,511.64
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	Corporate Express (Memphis, TN)	HP - C9320FN	HEWC9320FN	25	71.99	$1,799.75
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	Corporate Express (Memphis, TN)	HP - C9321FN	HEWC9321FN	1	57.99	$57.99
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	Corporate Express (Memphis, TN)	HP - C9323FN	HEWC9323FN	2	50.06	$100.12
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9330FN	HEWC9330FN	3	54.74	$164.22
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	Corporate Express (Memphis, TN)	HP - C9348FN	HEWC9348FN	8	73.87	$590.96
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	Corporate Express (Memphis, TN)	HP - C9349FN	HEWC9349FN	12	84.96	$1,019.52
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	Corporate Express (Memphis, TN)	HP - C9350FN	HEWC9350FN	5	41.99	$209.95
165	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9351A	HEWC9351AN	17	17.45	$296.65
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	Corporate Express (Memphis, TN)	HP - C9352A	HEWC9352AN	79	17.99	$1,421.21
167	Toner Cartridge, HP#93, Tri-color	1 - Count	Corporate Express (Memphis, TN)	HP - C9361WN	HEWC9361WN	58	21.81	$1,264.98
168	Toner Cartridge, HP 92, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9362WN	HEWC9362WN	51	14.52	$740.52
169	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9363WN	HEWC9363WN	401	28.59	$11,464.59
170	Toner Cartridge, HP98, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9364WN	HEWC9364WN	141	16.20	$2,284.20
171	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9369WN	HEWC9369WN	56	19.77	$1,107.12
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	Corporate Express (Memphis, TN)	HP - C9381A	HEWC9381A	7	79.61	$557.27
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	Corporate Express (Memphis, TN)	HP - C9382A	HEWC9382A	7	79.61	$557.27
174	Toner Cartridge, HP88, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9385A	HEWC9385AN	124	25.89	$3,210.36
175	Toner Cartridge, F/HP88 CYN	1 - Count	Corporate Express (Memphis, TN)	HP - C9386A	HEWC9386AN	2	17.27	$34.54
176	Toner Cartridge, F/HP88, MA	1 - Count	Corporate Express (Memphis, TN)	HP - C9387A	HEWC9387AN	4	17.27	$69.08
177	Toner Cartridge, F/HP 88 YW	1 - Count	Corporate Express (Memphis, TN)	HP - C9388A	HEWC9388AN	1	17.27	$17.27
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	Corporate Express (Memphis, TN)	HP - C9391A	HEWC9391AN	118	25.00	$2,950.00
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	Corporate Express (Memphis, TN)	HP - C9392A	HEWC9392AN	249	25.00	$6,225.00
180	Toner Cartridge, HP88 LG, YW	1 - Count	Corporate Express (Memphis, TN)	HP - C9393A	HEWC9393AN	136	25.00	$3,400.00
181	Toner Cartridge, HP88, Black	1 - Count	Corporate Express (Memphis, TN)	HP - C9396A	HEWC9396AN	81	32.79	$2,655.99
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	Corporate Express (Memphis, TN)	HP - C9512FN	HEWC9512FN	2	26.99	$53.98
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	Corporate Express (Memphis, TN)	HP - C9514FN	HEWC9514FN	8	41.99	$335.92
184	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9720A	HEWC9720A	10	125.95	$1,259.50
185	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9721A	HEWC9721A	4	184.18	$736.72
186	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9722A	HEWC9722A	6	184.18	$1,105.08
187	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9723A	HEWC9723A	5	169.18	$845.90
188	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9730A	HEWC9730A	21	180.87	$3,798.27
189	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9731A	HEWC9731A	23	254.03	$5,842.69
190	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9732A	HEWC9732A	23	254.03	$5,842.69
191	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - C9733A	HEWC9733A	24	254.03	$6,096.72
192	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q1338A	HEWQ1338A	154	123.45	$19,011.30
193	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q1339A	HEWQ1339A	6	164.27	$985.62
194	Toner Cartridge, Laser Jet	1 - Count	Corporate Express (Memphis, TN)	HP - Q1339A	HEWQ1339A	6	164.27	$985.62
195	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2610A	HEWQ2610A	15	96.64	$1,449.60

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
196	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2612A	HEWQ2612A	140	72.71	$10,179.40
197	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2613A	HEWQ2613A	79	57.29	$4,525.91
198	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2613X	HEWQ2613X	2	71.74	$143.48
199	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2624A	HEWQ2624A	10	57.29	$572.90
200	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2670A	HEWQ2670A	36	106.48	$3,833.28
201	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2671A	HEWQ2671A	26	105.86	$2,752.36
202	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2672A	HEWQ2672A	25	105.86	$2,646.50
203	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q2673A	HEWQ2673A	33	105.86	$3,493.38
204	Toner Cartridge, HP, CY	1 - Count	Corporate Express (Memphis, TN)	HP - Q2681A	HEWQ2681A	5	137.22	$686.10
205	Toner Cartridge, YW & MA	1 - Count	Corporate Express (Memphis, TN)	HP - Q2682A, Q2683A	HEWQ2682A	8	137.22	$1,097.76
206	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3690A	HEWQ3960A	8	66.55	$532.40
207	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3961A	HEWQ3961A	5	80.16	$400.80
208	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3962A	HEWQ3962A	5	80.16	$400.80
209	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3693A	HEWQ3963A	5	80.16	$400.80
210	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3694A	HEWQ3964A	6	139.20	$835.20
211	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3971A	HEWQ3971A	5	70.30	$351.50
212	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3972A	HEWQ3972A	2	70.30	$140.60
213	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q3973A	HEWQ3973A	2	70.30	$140.60
214	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q5942A	HEWQ5942A	24	133.64	$3,207.36
215	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q5942X	HEWQ5942X	54	202.77	$10,949.58
216	Toner Cartridge, Laser , 49A, Black	1 - Count	Corporate Express (Memphis, TN)	HP - Q5949A	HEWQ5949A	59	63.83	$3,765.97
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	Corporate Express (Memphis, TN)	HP - Q5949X	HEWQ5949X	7	117.22	$820.54
218	Toner Cartridge, Color, LJ, Black	1 - Count	Corporate Express (Memphis, TN)	HP - Q5950A	HEWQ5950A	30	142.86	$4,285.80
219	Toner Cartridge, Color , LJ , CY	1 - Count	Corporate Express (Memphis, TN)	HP - Q5951A	HEWQ5951A	18	214.91	$3,868.38
220	Toner Cartridge, Color, LJ, YW	1 - Count	Corporate Express (Memphis, TN)	HP - Q5952A	HEWQ5952A	18	214.91	$3,868.38
221	Toner Cartridge, Color, LJ, MA	1 - Count	Corporate Express (Memphis, TN)	HP - Q5953A	HEWQ5953A	17	214.91	$3,653.47
222	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	HP - Q6000A	HEWQ6000A	112	63.04	$7,060.48
223	Toner Cartridge, Cyan	1 - Count	Corporate Express (Memphis, TN)	HP - Q6001A	HEWQ6001A	69	68.72	$4,741.68
224	Toner Cartridge, Color, YW	1 - Count	Corporate Express (Memphis, TN)	HP - Q6002A	HEWQ6002A	73	68.72	$5,016.56
225	Toner Cartridge, Color, Mgnta	1 - Count	Corporate Express (Memphis, TN)	HP - Q6003A	HEWQ6003A	70	68.72	$4,810.40
226	Toner Cartridge, Color, LJ, Black	1 - Count	Corporate Express (Memphis, TN)	HP - Q6470A	HEWQ6470A	112	130.72	$14,640.64
227	Toner Cartridge, Color, LJ, CY	1 - Count	Corporate Express (Memphis, TN)	HP - Q6471A	HEWQ6471A	37	125.16	$4,630.92
228	Toner Cartridge, Color, LJ, YW	1 - Count	Corporate Express (Memphis, TN)	HP - Q6472A	HEWQ6472A	39	125.16	$4,881.24
229	Toner Cartridge, Color, LJ, MA	1 - Count	Corporate Express (Memphis, TN)	HP - Q6473A	HEWQ6473A	26	125.16	$3,254.16
230	Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	HP - Q6511A	HEWQ6511A	4	111.06	$444.24
231	Toner Cartridge, LRS, Hiyld	1 - Count	Corporate Express (Memphis, TN)	HP - Q6511X	HEWQ6511X	6	187.03	$1,122.18
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	Corporate Express (Memphis, TN)	HP - Q7551X	HEWQ7551X	6	172.79	$1,036.74
233	Toner Cartridge, 53A, Bk	1 - Count	Corporate Express (Memphis, TN)	HP - Q7553A	HEWQ7553A	4	89.48	$357.92
234	Toner Cartridge, Color LJ, Cyn	1 - Count	Corporate Express (Memphis, TN)	HP - Q7581A	HEWQ7581A	35	168.28	$5,889.80
235	Toner Cartridge, Color LJ, Yw	1 - Count	Corporate Express (Memphis, TN)	HP - Q7582A	HEWQ7582A	43	168.28	$7,236.04
236	Toner Cartridge, Color LJ, MA	1 - Count	Corporate Express (Memphis, TN)	HP - Q7583A	HEWQ7583A	46	168.28	$7,740.88

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
238	Toner Cartridge, CN, C500N	1 - Count	Corporate Express (Memphis, TN)	LEXMARK - C500S2CG	LEXC500S2CG	1	138.47	$138.47
239	Toner Cartridge, Bk, C500N	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C500S2KG	LEXC500S2KG	1	125.95	$125.95
240	Toner Cartridge, MA, C500N	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C500S2MG	LEXC500S2MG	1	138.47	$138.47
241	Toner Cartridge, Yw, C500N	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C500S2YG	LEXC500S2YG	1	138.47	$138.47
242	Toner Cartridge, Ret. Prog., Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5200KS	LEXC5200KS	3	111.72	$335.16
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5200MS	LEXC5200MS	2	111.72	$223.44
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5200YS	LEXC5200YS	2	111.72	$223.44
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5220CS	LEXC5220CS	7	145.64	$1,019.48
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5220KS	LEXC5220KS	7	128.68	$900.76
247	Toner Cartridge, F/C522/524, MA	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5220MS	LEXC5220MS	7	145.64	$1,019.48
248	Toner Cartridge, F/C522/524, Yw	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5220YS	LEXC5220YS	7	145.64	$1,019.48
249	Toner Cartridge, CN, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5240CH	LEXC5240CH	3	194.51	$583.53
250	Toner Cartridge, Bk Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5240KH	LEXC5240KH	10	194.51	$1,945.10
251	Toner Cartridge, MA, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5240MH	LEXC5240MH	5	194.51	$972.55
252	Toner Cartridge, Yw, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C5240YH	LEXC5240YH	6	194.51	$1,167.06
253	Photo cond. Unit, F/C530	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C53030X	LEXC53030X	8	37.91	$303.28
254	Toner Cartridge, CN	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700CH	LEXC7700CH	7	361.79	$2,532.53
255	Toner Cartridge, Cyan	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700CS	LEXC7700CS	5	250.37	$1,251.85
256	Toner Cartridge, HY, BK	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700KH	LEXC7700KH	8	194.51	$1,556.08
257	Toner Cartridge, BK	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700KS	LEXC7700KS	3	152.62	$457.86
258	Toner Cartridge, MA, HY	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700MH	LEXC7700MH	7	361.79	$2,532.53
259	Toner Cartridge, MA	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700MS	LEXC7700MS	5	250.37	$1,251.85
260	Toner Cartridge, YW, HY	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700YH	LEXC7700YH	7	361.79	$2,532.53
261	Toner Cartridge, YW	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C7700YS	LEXC7700YS	4	250.37	$1,001.48
262	Toner Cartridge, CN	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C780A1CG	LEXC780A1CG	10	250.37	$2,503.70
263	Toner Cartridge, BK	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C780A1KG	LEXC780A1KG	12	152.62	$1,831.44
264	Toner Cartridge, MA	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C780A1MG	LEXC780A1MG	9	250.37	$2,253.33
265	Toner Cartridge, YW	1 - Count	Corporate Express (Memphis, TN)	Lexmark - C780A1YG	LEXC780A1YG	10	250.37	$2,503.70
266	Toner Cartridge, Black, 3.5k	1 - Count	Corporate Express (Memphis, TN)	Lexmark - E250A11A	LEXE250A11A	2	128.79	$257.58
267	Toner Cartridge, F/E35, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lex,mark - E352H11A	LEXE352H11A	5	175.45	$877.25
268	Toner Cartridge, #16 Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 10N0016	LEX10N0016	3	29.20	$87.60
269	Toner Cartridge, #26 Color	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 10N0026	LEX10N0026	4	30.59	$122.36
270	Toner Cartridge, #17 MOD yld Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 10N0217	LEX10N0217	3	24.46	$73.38
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 12A1970	LEX12A1970	21	34.12	$716.52
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 15M0120	LEX15M0120	12	31.86	$382.32
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 15M2971	LEX15M2971	10	25.51	$255.10
274	Toner Cartridge Black, X3550, Z816	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18C0032	LEX18C0032	70	17.94	$1,255.80
275	Toner Cartridge, Color, X3550, Z816	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18C0033	LEX18C0033	50	18.76	$938.00
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18C0532	LEX18C0532	20	53.19	$1,063.80
277	Toner Cartridge, #23 Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18C1523	LEX18C1523	4	23.42	$93.68
278	Toner Cartridge, #24, Tricolor	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18C1524	LEX18C1524	2	25.51	$51.02

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
279	Toner Cartridge, #44, Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18Y0144	LEX18Y0144	14	29.78	$416.92
281	Toner Cartridge, #43 Tri-Color	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 18Y0143	LEX18Y0143	12	37.24	$446.88
282	Toner Cartridge, Hiyld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 64004HA	LEX64004HA	2	463.11	$926.22
283	Toner Cartridge, yld, Black	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 64015HA	LEX64015HA	4	309.40	$1,237.60
284	Toner Cartridge, Std Yld	1 - Count	Corporate Express (Memphis, TN)	Lex,mark - 64015SA	LEX64015SA	21	179.22	$3,763.62
285	Toner Cartridge, Black, Hi-yld	1 - Count	Corporate Express (Memphis, TN)	Lexmark - 64035HA	LEX64035HA	6	513.39	$3,080.34
286	Fax Cartridge	1 - Count	Corporate Express (Memphis, TN)	Panasonic - KX-P170	PANKXP170	5	19.11	$95.55
287	Fax Cartridge	1 - Count	Corporate Express (Memphis, TN)	Panasonic - UG3313	PANUG3313	24	191.75	$4,602.00
288	Fax Cartridge	1 - Count	Corporate Express (Memphis, TN)	Panasonic - UG3350	PANUG3350	5	153.00	$765.00
289	Fax Cartridge	1 - Count	Corporate Express (Memphis, TN)	Panasonic - UG5510	PANUG5510	3	171.00	$513.00
290	Toner Cartridge Boradband Fax, Black	1 - Count	Corporate Express (Memphis, TN)	Sharp - UXC80B	SHRUXC80B	10	32.99	$329.90
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1801-00	XER016180100	2	321.30	$642.60
292	Toner Cartridge, Yw, Hi-cap	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1802-00	XER016180200	2	321.30	$642.60
293	Toner Cartridge, Black, Hi-cap	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1803-01	XER016180301	3	147.05	$441.15
294	Toner Cartridge, Cyan , Std	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1804-00	XER016180400	2	266.00	$532.00
295	Toner Cartridge, Yel, Std.	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1806--00	XER016180600	2	266.00	$532.00
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1843-00	XER016184300	2	102.60	$205.20
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1891-00	XER016189100	3	33.25	$99.75
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1945-00	XER016194500	2	179.35	$358.70
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	Corporate Express (Memphis, TN)	Xerox - 016-1946-00	XER016194600	2	179.35	$358.70
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00668	XER106R00668	3	148.68	$446.04
301	Toner Cartridge, PHSR 6250, MA	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00669	XER106R00669	1	148.68	$148.68
302	Toner Cartridge, PHRS 6250, YW	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00670	XER106R00670	4	148.68	$594.72
303	Toner Cartridge, PHSR 6250, BK	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00671	XER106R00671	1	42.14	$42.14
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00673	XER106R00673	1	279.30	$279.30
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R00675	XER106R00675	1	85.50	$85.50
306	Toner Cartridge, Waste Container, PH7400	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R01081	XER106R01081	2	36.10	$72.20
307	Toner Cartridge, Work center, P555/57	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R402	XER106R402	6	165.30	$991.80
308	Toner Cartridge, Black	1 - Count	Corporate Express (Memphis, TN)	Xerox - 106R404	XER106R404	2	65.55	$131.10
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	Corporate Express (Memphis, TN)	Xerox - 113R457	XER113R457	4	193.80	$775.20
310	Fax Copy Cartridge Drum	1 - Count	Corporate Express (Memphis, TN)	Xerox - 113R459	XER113R459	1	202.35	$202.35
								$502,849.37
1	Fax Laser Drum Unit	1 - Count	International Office Products	Brother - DR250	dr250	20	132.28	$2,645.60
2	Fax Laser Drum Unit	1 - Count	International Office Products	Brother - DR400	dr400	16	113.04	$1,808.64
3	Fax Laser Drum Cartridge	1 - Count	International Office Products	Brother - DR350	dr350	3	76.42	$229.26
4	Drum Cartridge,	1 - Count	International Office Products	Brother - DR510	dr510	15	113.04	$1,695.60
5	Fax Printer Cartridges	1 - Count	International Office Products	Brother - PC201	pc201	87	20.56	$1,788.72
6	Fax Printer Cartridges	1 - Count	International Office Products	Brother - PC401	pc401	3	14.73	$44.19
7	Toner Cartridge, Black	1 - Count	International Office Products	Brother - TN110BK	tn110bk	3	39.17	$117.51

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
8	Toner Cartridge, Various Colors	1 - Count	International Office Products	Brother - TN110C,TN110M,TN110Y	tn110	3	45.69	$137.07
9	Toner Cartridge , Black, Hiyld	1 - Count	International Office Products	Brother - TN115BK	tn115bk	2	60.71	$121.42
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	International Office Products	Brother - TN250	tn250	29	23.44	$679.76
11	Toner Cartridge	1 - Count	International Office Products	Brother - TN350	tn350	25	41.79	$1,044.75
12	Toner Cartridge	1 - Count	International Office Products	Brother - TN430	tn430	23	41.79	$961.17
13	Toner Cartridge	1 - Count	International Office Products	Brother - TN460	tn460	24	58.62	$1,406.88
14	Toner Cartridge	1 - Count	International Office Products	Brother - TN530	tn530	2	45.45	$90.90
15	Toner Cartridge	1 - Count	International Office Products	Brother - TN540	tn540	31	48.22	$1,494.82
16	Toner Cartridge, Black	1 - Count	International Office Products	Brother - TN550	tn550	9	48.22	$433.98
17	Toner Cartridge, HL1650/1670N	1 - Count	International Office Products	Brother - TN560	tn560	10	61.13	$611.30
18	Toner Cartridge	1 - Count	International Office Products	Brother - TN570	tn570	75	62.49	$4,686.75
19	Toner Cartridge	1 - Count	International Office Products	Brother - TN5000PF	tn5000pf	2	23.44	$46.88
20	Toner Cartridge, PG-40, BLACK	1 - Count	International Office Products	Canon - 0615B002	0615b002	15	15.99	$239.85
21	Toner Cartridge, CL-41 Tricolor	1 - Count	International Office Products	Cannon - 0617B002	0617b002	15	19.80	$297.00
22	Toner Cartridge, FX8	1 - Count	International Office Products	Cannon - 8955A001AA	8955a001aa	27	80.15	$2,164.05
23	Toner Cartridge, E40, , Black	1 - Count	International Office Products	Cannon - 1491A002AA	1491a002aa	5	111.72	$558.60
24	Toner Cartridge, BC115	1 - Count	International Office Products	Cannon - 8190A003	8190a003	7	10.37	$72.59
25	Toner Cartridge, FX-4 Black	1 - Count	International Office Products	Cannon - 1558A002AA	1558a002aa	7	60.72	$425.04
26	Toner Cartridge	1 - Count	International Office Products	Epson - T044120	t044140	5	18.35	$91.75
27	Toner Cartridge	1 - Count	International Office Products	Epson - T044220	t044220	6	9.93	$59.58
28	Toner Cartridge	1 - Count	International Office Products	Epson - T044320	t044320	5	9.93	$49.65
29	Toner Cartridge	1 - Count	International Office Products	Epson - T044420	t044420	5	9.93	$49.65
30	Toner Cartridge	1 - Count	International Office Products	Epson - T048120	t048120	7	13.71	$95.97
31	Toner Cartridge	1 - Count	International Office Products	Epson - T048220	t48220	4	9.93	$39.72
32	Toner Cartridge, Magenta	1 - Count	International Office Products	Epson - T048320	t048320	11	9.93	$109.23
33	Toner Cartridge, Various Colors	1 - Count	International Office Products	EPSON - T048420,48520,48620	t048	6	9.93	$59.58
34	Toner Cartridge, R800, Photo Black	1 - Count	International Office Products	Epson - T054120	t054120	2	10.58	$21.16
35	Toner Cartridge, R800, Cyan	1 - Count	International Office Products	Epson - T054220	t054220	5	10.58	$52.90
36	Toner Cartridge	1 - Count	International Office Products	Epson - T054320	t054320	3	10.58	$31.74
37	Toner Cartridge, Black	1 - Count	International Office Products	Epson - T060120-S	t060120	69	14.79	$1,020.51
38	Toner Cartridge, Cyn	1 - Count	International Office Products	Epson - T060220-S	t060220	26	9.93	$258.18
39	Toner Cartridge, MA	1 - Count	International Office Products	Epson - T060320-S	t060320	16	9.93	$158.88
40	Toner Cartridge, YW	1 - Count	International Office Products	Epson - T060420S	t060420	25	9.93	$248.25
41	Toner Cartridge, Multicolor	1 - Count	International Office Products	Epson - T060520S	t060520	40	29.68	$1,187.20
42	Toner Cartridge, Black Photo	1 - Count	International Office Products	Epson - T079120	t079120	4	15.11	$60.44
43	Toner Cartridge	1 - Count	International Office Products	Epson - T079220	t079220	2	15.11	$30.22
44	Toner Cartridge	1 - Count	International Office Products	Epson - T079320	t079320	3	15.11	$45.33
45	Toner Cartridge	1 - Count	International Office Products	Epson - T079420	t079420	3	15.11	$45.33
46	Toner Cartridge, Lt.Cyan	1 - Count	International Office Products	EPSON - T079520	t079520	3	15.11	$45.33
47	Toner Cartridge, Lt. Magenta	1 - Count	International Office Products	Epson - T079620	t079620	3	15.11	$45.33
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	International Office Products	EPSON - T088120-S	t088120	7	9.82	$68.74

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
49	Toner Cartridge, RX700, Black	1 - Count	International Office Products	Epson - T559120	t559120	2	14.36	$28.72
50	Toner Cartridge, RX700 Various Colors	1 - Count	International Office Products	Epson - T559220,320,420,520	t559	6	10.58	$63.48
51	Toner Cartridge	1 - Count	International Office Products	HP - 51629A	51629a	2	30.21	$60.42
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	International Office Products	HP - 51633M	61533m	4	27.11	$108.44
53	Toner Cartridge	1 - Count	International Office Products	HP - 51641A	51641a	2	31.93	$63.86
54	Toner Cartridge	1 - Count	International Office Products	HP - 51645A	51645a	657	28.65	$18,823.05
55	Toner Cartridge	1 - Count	International Office Products	HP - 51649A	51649a	2	31.68	$63.36
56	Toner Cartridge	1 - Count	International Office Products	HP - 92298A	92298a	10	99.11	$991.10
57	Toner Cartridge	1 - Count	International Office Products	HP - 92298X	92298x	4	98.97	$395.88
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	International Office Products	HP - CB335WN#140	cb335	47	12.56	$590.32
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	International Office Products	HP - CB336WN#140	cb336	9	30.01	$270.09
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	International Office Products	HP - CB337WN#140	cb337	46	15.96	$734.16
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	International Office Products	HP - CB338WN#140	cb338	2	34.81	$69.62
62	Toner Cartridge, Black	1 - Count	International Office Products	HP - CB436A	cb436a	42	63.11	$2,650.62
63	Toner Cartridge, M1319F	1 - Count	International Office Products	HP - CB536A#ABA	cb536a	1	293.83	$293.83
64	Toner Cartridge, Black	1 - Count	International Office Products	HP - CB540A	cb540a	2	63.80	$127.60
65	Toner Cartridge, Color	1 - Count	International Office Products	HP - CB541A,CB542A,CB543A	cb54x	3	58.64	$175.92
66	Toner Cartridge, Black	1 - Count	International Office Products	HP - CC364A	cc364a	1	139.47	$139.47
67	Toner Cartridge, Black	1 - Count	International Office Products	HP - CC530A	cc530a	2	99.83	$199.66
68	Toner Cartridge, Various colors	1 - Count	International Office Products	HP - CC531A,CC532A,CC533A	cc53xa	6	98.40	$590.40
69	Toner Cartridge, #93 Twin Pack,	1 - Count	International Office Products	HP - CC581FN#140	cc581fn	2	35.66	$71.32
70	Toner Cartridge, Black	1 - Count	International Office Products	HP - CC640WN#140	cc640wn	9	12.56	$113.04
71	Toner Cartridge, HP60, Tri-color	1 - Count	International Office Products	HP - CC643WN#140	cc643wn	13	15.96	$207.48
72	Toner Cartridge, Black	1 - Count	International Office Products	HP - CE505A	ce505a	2	71.74	$143.48
73	Toner Cartridge	1 - Count	International Office Products	HP - C1823D	c1823d	87	35.14	$3,057.18
74	Toner Cartridge	1 - Count	International Office Products	HP - C3903A	c3903a	43	84.48	$3,632.64
75	Toner Cartridge	1 - Count	International Office Products	HP - C3903X	c3903a	3	84.48	$253.44
76	Toner Cartridge	1 - Count	International Office Products	HP - C3906A	c3906a	4	64.06	$256.24
77	Toner Cartridge	1 - Count	International Office Products	HP - C3909X	c3909x	3	180.68	$542.04
78	Toner Cartridge	1 - Count	International Office Products	HP - C4092A	c4092a	31	56.05	$1,737.55
79	Toner Cartridge	1 - Count	International Office Products	HP - C4096A	c4096a	4	90.29	$361.16
80	Toner Cartridge	1 - Count	International Office Products	HP - C4127A	c4127a	11	89.54	$984.94
81	Toner Cartridge	1 - Count	International Office Products	HP - C4127X	c4127x	116	115.43	$13,389.88
82	Toner Cartridge	1 - Count	International Office Products	HP - C4129X	c4129x	2	147.90	$295.80
83	Toner Cartridge	1 - Count	International Office Products	HP - C4149A	c4149a	2	112.86	$225.72
84	Toner Cartridge	1 - Count	International Office Products	HP - C4150A	c4150a	2	175.43	$350.86
85	Toner Cartridge	1 - Count	International Office Products	HP - C4150A	c4150a	2	175.43	$350.86
86	Toner Cartridge	1 - Count	International Office Products	HP - C4151A	c4151a	2	175.43	$350.86
87	Toner Cartridge	1 - Count	International Office Products	HP - C4152A	c4152a	2	175.43	$350.86
88	Toner Cartridge	1 - Count	International Office Products	HP - C4153A	c4153a	2	156.11	$312.22
89	Toner Cartridge	1 - Count	International Office Products	HP - C4154A	c4154a	1	346.41	$346.41

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
90	Toner Cartridge	1 - Count	International Office Products	HP - C4155A	c4155a	2	279.82	$559.64
91	Toner Cartridge	1 - Count	International Office Products	HP - C4182X	c4182x	5	170.14	$850.70
92	Toner Cartridge	1 - Count	International Office Products	HP - C4191A	c4191a	2	90.07	$180.14
93	Toner Cartridge	1 - Count	International Office Products	HP - C4192A	c4192a	2	131.56	$263.12
94	Toner Cartridge	1 - Count	International Office Products	HP - C4193A	c4193a	2	131.56	$263.12
95	Toner Cartridge	1 - Count	International Office Products	HP - C4194A	c4194a	2	131.56	$263.12
96	Toner Cartridge	1 - Count	International Office Products	HP - C4195A	c4195a	2	81.61	$163.22
97	Toner Cartridge	1 - Count	International Office Products	HP - C4429A	c4429a	2	30.18	$60.36
98	Toner Cartridge	1 - Count	International Office Products	HP - C4800A	c4800a	2	31.50	$63.00
99	Toner Cartridge	1 - Count	International Office Products	HP - C4801A	c4801a	2	31.50	$63.00
100	Toner Cartridge	1 - Count	International Office Products	HP - C4802A	c4802a	2	31.50	$63.00
101	Toner Cartridge	1 - Count	International Office Products	HP - C4803A	c4803a	2	31.50	$63.00
102	Toner Cartridge	1 - Count	International Office Products	HP - C4804A	c4804a	2	61.00	$122.00
103	Toner Cartridge	1 - Count	International Office Products	HP - C4805A	c4805a	3	61.00	$183.00
104	Toner Cartridge	1 - Count	International Office Products	HP - C4806A	c4806a	3	61.00	$183.00
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	International Office Products	HP - C4810A	c4810a	9	31.14	$280.26
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	International Office Products	HP - C4811A	c4811a	6	31.14	$186.84
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	International Office Products	HP - C4812A	c4812a	4	31.14	$124.56
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	International Office Products	HP - C4813A	c4813a	8	31.14	$249.12
109	Toner Cartridge	1 - Count	International Office Products	HP - C4820A	c4820a	2	118.44	$236.88
110	Toner Cartridge	1 - Count	International Office Products	HP - C4821A	c4821a	2	118.44	$236.88
111	Toner Cartridge	1 - Count	International Office Products	HP - C4822A	c4822a	2	118.44	$236.88
112	Toner Cartridge	1 - Count	International Office Products	HP - C4823A	c4823a	2	118.44	$236.88
113	Toner Cartridge	1 - Count	International Office Products	HP - C4836AN	c4836an	23	30.37	$698.51
114	Toner Cartridge	1 - Count	International Office Products	HP - C4837A	c4837a	31	30.36	$941.16
115	Toner Cartridge	1 - Count	International Office Products	HP - C4838A	c4838a	33	30.36	$1,001.88
116	Toner Cartridge	1 - Count	International Office Products	HP - C4841A	c4841a	2	30.70	$61.40
117	Toner Cartridge	1 - Count	International Office Products	HP - C4842A	c4842a	2	30.70	$61.40
118	Toner Cartridge, HP2000, Magnta	1 - Count	International Office Products	HP - C4343A	c4843a	2	30.70	$61.40
119	Toner Cartridge	1 - Count	International Office Products	HP - C4844A	c4844a	39	30.36	$1,184.04
120	Toner Cartridge	1 - Count	International Office Products	HP - C4846A	c4846a	2	116.83	$233.66
121	Toner Cartridge	1 - Count	International Office Products	HP - C4847A	c4847a	2	116.83	$233.66
122	Toner Cartridge	1 - Count	International Office Products	HP - C4848A	c4848a	2	116.83	$233.66
123	Toner Cartridge	1 - Count	International Office Products	HP - C4871A	c4871a	2	116.83	$233.66
124	Toner Cartridge	1 - Count	International Office Products	HP - C4911A	c4911a	4	33.17	$132.68
125	Toner Cartridge	1 - Count	International Office Products	HP - C4912A	c4912a	4	33.17	$132.68
126	Toner Cartridge	1 - Count	International Office Products	HP - C4913A	c4913a	2	33.17	$66.34
127	Toner Cartridge	1 - Count	International Office Products	HP - C5010D	c5010d	17	27.50	$467.50
128	Toner Cartridge	1 - Count	International Office Products	HP - C5011D	c5011d	10	20.39	$203.90
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	International Office Products	HP - C5023A	c5023a	1	65.89	$65.89
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	International Office Products	HP - C5024A,C5025A,C5026A	c502xa	3	65.89	$197.67

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
131	Toner Cartridge	1 - Count	International Office Products	HP - C6578A	c6578a	9	51.88	$466.92
132	Toner Cartridge	1 - Count	International Office Products	HP - C6578D	c6578d	417	31.03	$12,939.51
133	Toner Cartridge, Black, DJ610C	1 - Count	International Office Products	HP - C6614D	c6614d	20	28.79	$575.80
134	Toner Cartridge	1 - Count	International Office Products	HP - C6615D	c6615d	174	27.07	$4,710.18
135	Toner Cartridge	1 - Count	International Office Products	HP - C6625A	c6625a	30	28.92	$867.60
136	Toner Cartridge, #19 Black	1 - Count	International Office Products	HP - C6628A	c6628a	4	31.07	$124.28
137	Toner Cartridge	1 - Count	International Office Products	HP - C6656A	c6656a	410	19.40	$7,954.00
138	Toner Cartridge	1 - Count	International Office Products	HP - C6657A	c6657a	204	31.03	$6,330.12
139	Toner Cartridge	1 - Count	International Office Products	HP - C6658A	c6658a	54	23.13	$1,249.02
140	Toner Cartridge	1 - Count	International Office Products	HP - C7115A	c7115a	18	55.21	$993.78
141	Toner Cartridge	1 - Count	International Office Products	HP - C7115X	c7115x	31	68.97	$2,138.07
142	Toner Cartridge	1 - Count	International Office Products	HP - C8061A	c8061a	15	89.60	$1,344.00
143	Toner Cartridge	1 - Count	International Office Products	HP - C8061X	c8061x	287	115.43	$33,128.41
144	Toner Cartridge	1 - Count	International Office Products	HP - C8543X	c8543x	50	248.32	$12,416.00
145	Toner Cartridge, HP02, Black	1 - Count	International Office Products	HP - C8721WN	c8721wn	28	16.32	$456.96
146	Toner Cartridge	1 - Count	International Office Products	HP - C8727A	c8727a	151	16.64	$2,512.64
147	Toner Cartridge	1 - Count	International Office Products	HP - C8728A	c8728a	93	20.75	$1,929.75
148	Toner Cartridge	1 - Count	International Office Products	HP - C8765WN	c8765wn	272	19.59	$5,328.48
149	Toner Cartridge	1 - Count	International Office Products	HP - C8766WN	c8766wn	304	22.49	$6,836.96
150	Toner Cartridge	1 - Count	International Office Products	HP - C8767WN	c8767wn	588	27.74	$16,311.12
151	Toner Cartridge, HP02, Cyan	1 - Count	International Office Products	HP - C8771WN	c8771wn	14	8.53	$119.42
152	Toner Cartridge, HP02, MGM	1 - Count	International Office Products	HP - C8772WN	c8772wn	18	8.53	$153.54
153	Toner Cartridge, HP02, YW	1 - Count	International Office Products	HP - C8773WN	c8773wn	18	8.53	$153.54
154	Toner Cartridge, HP02, Cyan,	1 - Count	International Office Products	HP - C8774WN	c8774wn	14	8.53	$119.42
155	Toner Cartridge, HP02, Mgnta	1 - Count	International Office Products	HP - C8775WN	c8775wn	14	8.53	$119.42
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	International Office Products	HP - C8788FN	c8788fn	4	57.87	$231.48
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	International Office Products	HP - C9319FN	c9319fn	36	36.01	$1,296.36
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	International Office Products	HP - C9320FN	c9320fn	25	61.15	$1,528.75
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	International Office Products	HP - C9321FN	c9321fn	1	49.74	$49.74
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	International Office Products	HP - C9323FN	c9323fn	2	36.02	$72.04
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	International Office Products	HP - C9330FN	c9330fn	3	39.40	$118.20
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	International Office Products	HP - C9348FN	c9348fn	8	53.17	$425.36
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	International Office Products	HP - C9349FN	c9349fn	12	61.15	$733.80
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	International Office Products	HP - C9350FN	c9350fn	5	36.02	$180.10
165	Toner Cartridge, Black	1 - Count	International Office Products	HP - C9351A	c9351fn	17	12.56	$213.52
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	International Office Products	HP - C9352A	c9352fn	79	15.96	$1,260.84
167	Toner Cartridge, HP#93, Tri-color	1 - Count	International Office Products	HP - C9361WN	c9361wn	58	19.14	$1,110.12
168	Toner Cartridge, HP 92, Black	1 - Count	International Office Products	HP - C9362WN	c9362wn	51	12.56	$640.56
169	Toner Cartridge	1 - Count	International Office Products	HP - C9363WN	c9363wn	401	31.03	$12,443.03
170	Toner Cartridge, HP98, Black	1 - Count	International Office Products	HP - C9364WN	c9364wn	141	19.59	$2,762.19
171	Toner Cartridge	1 - Count	International Office Products	HP - C9369WN	c9369wn	56	23.12	$1,294.72

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	International Office Products	HP - C9381A	c9381a	7	57.29	$401.03
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	International Office Products	HP - C9382A	c9382a	7	57.29	$401.03
174	Toner Cartridge, HP88, Black	1 - Count	International Office Products	HP - C9385A	c9385a	124	18.63	$2,310.12
175	Toner Cartridge, F/HP88 CYN	1 - Count	International Office Products	HP - C9386A	c9386a	2	12.44	$24.88
176	Toner Cartridge, F/HP88, MA	1 - Count	International Office Products	HP - C9387A	c9387a	4	12.44	$49.76
177	Toner Cartridge, F/HP 88 YW	1 - Count	International Office Products	HP - C9388A	c9388a	1	12.44	$12.44
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	International Office Products	HP - C9391A	c9391a	118	21.09	$2,488.62
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	International Office Products	HP - C9392A	c9392a	249	21.09	$5,251.41
180	Toner Cartridge, HP88 LG, YW	1 - Count	International Office Products	HP - C9393A	c9393a	136	21.09	$2,868.24
181	Toner Cartridge, HP88, Black	1 - Count	International Office Products	HP - C9396A	c9396a	81	31.80	$2,575.80
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	International Office Products	HP - C9512FN	c9512fn	2	23.30	$46.60
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	International Office Products	HP - C9514FN	c9514fn	8	36.01	$288.08
184	Toner Cartridge	1 - Count	International Office Products	HP - C9720A	c9720a	10	140.07	$1,400.70
185	Toner Cartridge	1 - Count	International Office Products	HP - C9721A	c9721a	4	189.21	$756.84
186	Toner Cartridge	1 - Count	International Office Products	HP - C9722A	c9722a	6	189.21	$1,135.26
187	Toner Cartridge	1 - Count	International Office Products	HP - C9723A	c9723a	5	189.21	$946.05
188	Toner Cartridge	1 - Count	International Office Products	HP - C9730A	c9730a	21	202.48	$4,252.08
189	Toner Cartridge	1 - Count	International Office Products	HP - C9731A	c9731a	23	283.87	$6,529.01
190	Toner Cartridge	1 - Count	International Office Products	HP - C9732A	c9732a	23	283.87	$6,529.01
191	Toner Cartridge	1 - Count	International Office Products	HP - C9733A	c9733a	24	283.87	$6,812.88
192	Toner Cartridge	1 - Count	International Office Products	HP - Q1338A	q1338a	154	138.50	$21,329.00
193	Toner Cartridge	1 - Count	International Office Products	HP - Q1339A	q1339a	6	183.38	$1,100.28
194	Toner Cartridge, Laser Jet	1 - Count	International Office Products	HP - Q1339A	q1339a	6	183.38	$1,100.28
195	Toner Cartridge	1 - Count	International Office Products	HP - Q2610A	q2610a	15	108.61	$1,629.15
196	Toner Cartridge	1 - Count	International Office Products	HP - Q2612A	q2612a	140	63.11	$8,835.40
197	Toner Cartridge	1 - Count	International Office Products	HP - Q2613A	q2613a	79	64.29	$5,078.91
198	Toner Cartridge	1 - Count	International Office Products	HP - Q2613X	q2613x	2	80.18	$160.36
199	Toner Cartridge	1 - Count	International Office Products	HP - Q2624A	q2624a	10	64.29	$642.90
200	Toner Cartridge	1 - Count	International Office Products	HP - Q2670A	q2670a	36	119.19	$4,290.84
201	Toner Cartridge	1 - Count	International Office Products	HP - Q2671A	q2671a	26	118.80	$3,088.80
202	Toner Cartridge	1 - Count	International Office Products	HP - Q2672A	q2672a	25	118.80	$2,970.00
203	Toner Cartridge	1 - Count	International Office Products	HP - Q2673A	q2673a	33	118.80	$3,920.40
204	Toner Cartridge, HP, CY	1 - Count	International Office Products	HP - Q2681A	q2681a	5	153.30	$766.50
205	Toner Cartridge, YW & MA	1 - Count	International Office Products	HP - Q2682A, Q2683A	q268xa	8	153.30	$1,226.40
206	Toner Cartridge	1 - Count	International Office Products	HP - Q3690A	q3960a	8	74.36	$594.88
207	Toner Cartridge	1 - Count	International Office Products	HP - Q3961A	q3961a	5	89.71	$448.55
208	Toner Cartridge	1 - Count	International Office Products	HP - Q3962A	q3962a	5	89.71	$448.55
209	Toner Cartridge	1 - Count	International Office Products	HP - Q3693A	q3963a	5	89.71	$448.55
210	Toner Cartridge	1 - Count	International Office Products	HP - Q3694A	q3964a	6	151.45	$908.70
211	Toner Cartridge	1 - Count	International Office Products	HP - Q3971A	q3971a	5	66.16	$330.80
212	Toner Cartridge	1 - Count	International Office Products	HP - Q3972A	q3972a	2	66.16	$132.32

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
213	Toner Cartridge	1 - Count	International Office Products	HP - Q3973A	q3973a	2	66.16	$132.32
214	Toner Cartridge	1 - Count	International Office Products	HP - Q5942A	q5942a	24	134.31	$3,223.44
215	Toner Cartridge	1 - Count	International Office Products	HP - Q5942X	q5942x	54	203.24	$10,974.96
216	Toner Cartridge, Laser , 49A, Black	1 - Count	International Office Products	HP - Q5949A	q5949a	59	64.29	$3,793.11
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	International Office Products	HP - Q5949X	q5949x	7	118.01	$826.07
218	Toner Cartridge, Color, LJ, Black	1 - Count	International Office Products	HP - Q5950A	q5950a	30	160.13	$4,803.90
219	Toner Cartridge, Color , LJ , CY	1 - Count	International Office Products	HP - Q5951A	q5951a	18	227.69	$4,098.42
220	Toner Cartridge, Color, LJ, YW	1 - Count	International Office Products	HP - Q5952A	q5952a	18	227.69	$4,098.42
221	Toner Cartridge, Color, LJ, MA	1 - Count	International Office Products	HP - Q5953A	q5953a	17	227.69	$3,870.73
222	Toner Cartridge, Black	1 - Count	International Office Products	HP - Q6000A	q6000a	112	68.13	$7,630.56
223	Toner Cartridge, Cyan	1 - Count	International Office Products	HP - Q6001A	q6001a	69	74.37	$5,131.53
224	Toner Cartridge, Color, YW	1 - Count	International Office Products	HP - Q6002A	q6002a	73	74.37	$5,429.01
225	Toner Cartridge, Color, Mgnta	1 - Count	International Office Products	HP - Q6003A	q6003a	70	74.37	$5,205.90
226	Toner Cartridge, Color, LJ, Black	1 - Count	International Office Products	HP - Q6470A	q6470a	112	119.19	$13,349.28
227	Toner Cartridge, Color, LJ, CY	1 - Count	International Office Products	HP - Q6471A	q6471a	37	118.80	$4,395.60
228	Toner Cartridge, Color, LJ, YW	1 - Count	International Office Products	HP - Q6472A	q6472a	39	118.80	$4,633.20
229	Toner Cartridge, Color, LJ, MA	1 - Count	International Office Products	HP - Q6473A	q6473a	26	118.80	$3,088.80
230	Toner Cartridge	1 - Count	International Office Products	HP - Q6511A	q6511a	4	111.67	$446.68
231	Toner Cartridge, LRS, Hiyld	1 - Count	International Office Products	HP - Q6511X	q6511x	6	187.51	$1,125.06
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	International Office Products	HP - Q7551X	q7551x	6	195.72	$1,174.32
233	Toner Cartridge, 53A, Bk	1 - Count	International Office Products	HP - Q7553A	q7553a	4	72.50	$290.00
234	Toner Cartridge, Color LJ, Cyn	1 - Count	International Office Products	HP - Q7581A	q7581a	35	153.30	$5,365.50
235	Toner Cartridge, Color LJ, Yw	1 - Count	International Office Products	HP - Q7582A	q7582a	43	153.30	$6,591.90
236	Toner Cartridge, Color LJ, MA	1 - Count	International Office Products	HP - Q7583A	q7583a	46	153.30	$7,051.80
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	International Office Products	HP - Q8846A	cg501an140	4	26.92	$107.68
238	Toner Cartridge, CN, C500N	1 - Count	International Office Products	LEXMARK - C500S2CG	c500s2cg	1	94.07	$94.07
239	Toner Cartridge, Bk, C500N	1 - Count	International Office Products	Lexmark - C500S2KG	c500s2kg	1	85.58	$85.58
240	Toner Cartridge, MA, C500N	1 - Count	International Office Products	Lexmark - C500S2MG	c500s2mg	1	94.07	$94.07
241	Toner Cartridge, Yw, C500N	1 - Count	International Office Products	Lexmark - C500S2YG	c500s2yg	1	94.07	$94.07
242	Toner Cartridge, Ret. Prog., Black	1 - Count	International Office Products	Lexmark - C5200KS	c5200ks	3	84.45	$253.35
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	International Office Products	Lexmark - C5200MS	c5200ms	2	84.45	$168.90
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	International Office Products	Lexmark - C5200YS	c5200ys	2	84.45	$168.90
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	International Office Products	Lexmark - C5220CS	c5220cs	7	110.22	$771.54
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	International Office Products	Lexmark - C5220KS	c5220ks	7	97.75	$684.25
247	Toner Cartridge, F/C522/524, MA	1 - Count	International Office Products	Lexmark - C5220MS	c5220ms	7	110.22	$771.54
248	Toner Cartridge, F/C522/524, Yw	1 - Count	International Office Products	Lexmark - C5220YS	c5220ys	7	110.22	$771.54
249	Toner Cartridge, CN, Hiyld	1 - Count	International Office Products	Lexmark - C5240CH	c5240ch	3	147.92	$443.76
250	Toner Cartridge, Bk Hiyld	1 - Count	International Office Products	Lexmark - C5240KH	c5240kh	10	147.34	$1,473.40
251	Toner Cartridge, MA, Hiyld	1 - Count	International Office Products	Lexmark - C5240MH	c5240mh	5	147.92	$739.60
252	Toner Cartridge, Yw, Hiyld	1 - Count	International Office Products	Lexmark - C5240YH	c5240yh	6	147.92	$887.52
253	Photo cond. Unit, F/C530	1 - Count	International Office Products	Lexmark - C53030X	c53030x	8	30.04	$240.32

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
254	Toner Cartridge, CN	1 - Count	International Office Products	Lexmark - C7700CH	c7700ch	7	275.10	$1,925.70
255	Toner Cartridge, Cyan	1 - Count	International Office Products	Lexmark - C7700CS	c7700cs	5	190.41	$952.05
256	Toner Cartridge, HY, BK	1 - Count	International Office Products	Lexmark - C7700KH	c7700kh	8	147.34	$1,178.72
257	Toner Cartridge, BK	1 - Count	International Office Products	Lexmark - C7700KS	c7700ks	3	115.61	$346.83
258	Toner Cartridge, MA, HY	1 - Count	International Office Products	Lexmark - C7700MH	c7700mh	7	275.10	$1,925.70
259	Toner Cartridge, MA	1 - Count	International Office Products	Lexmark - C7700MS	c7700ms	5	190.41	$952.05
260	Toner Cartridge, YW, HY	1 - Count	International Office Products	Lexmark - C7700YH	c7700yh	7	275.10	$1,925.70
261	Toner Cartridge, YW	1 - Count	International Office Products	Lexmark - C7700YS	c7700ys	4	190.41	$761.64
262	Toner Cartridge, CN	1 - Count	International Office Products	Lexmark - C780A1CG	c780a1cg	10	190.41	$1,904.10
263	Toner Cartridge, BK	1 - Count	International Office Products	Lexmark - C780A1KG	c780a1kg	12	115.61	$1,387.32
264	Toner Cartridge, MA	1 - Count	International Office Products	Lexmark - C780A1MG	c780a1mg	9	190.41	$1,713.69
265	Toner Cartridge, YW	1 - Count	International Office Products	Lexmark - C780A1YG	c780a1yg	10	190.41	$1,904.10
266	Toner Cartridge, Black, 3.5k	1 - Count	International Office Products	Lexmark - E250A11A	e250a11a	2	86.52	$173.04
267	Toner Cartridge, F/E35, Hiyld	1 - Count	International Office Products	Lex,mark - E352H11A	e352h11a	5	169.04	$845.20
268	Toner Cartridge, #16 Black	1 - Count	International Office Products	Lexmark - 10N0016	10n0016	3	26.72	$80.16
269	Toner Cartridge, #26 Color	1 - Count	International Office Products	Lexmark - 10N0026	10n0026	4	29.15	$116.60
270	Toner Cartridge, #17 MOD yld Black	1 - Count	International Office Products	Lexmark - 10N0217	10n0217	3	18.62	$55.86
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	International Office Products	Lexmark - 12A1970	12a1970	21	30.76	$645.96
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	International Office Products	Lexmark - 15M0120	15m0120	12	36.43	$437.16
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	International Office Products	Lexmark - 15M2971	15m2971	10	19.43	$194.30
274	Toner Cartridge Black, X3550, Z816	1 - Count	International Office Products	Lexmark - 18C0032	18c0032	70	20.24	$1,416.80
275	Toner Cartridge, Color, X3550, Z816	1 - Count	International Office Products	Lexmark - 18C0033	18c0033	50	21.86	$1,093.00
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	International Office Products	Lexmark - 18C0532	18c0532	20	40.48	$809.60
277	Toner Cartridge, #23 Black	1 - Count	International Office Products	Lexmark - 18C1523	18c1532	4	17.81	$71.24
278	Toner Cartridge, #24, Tricolor	1 - Count	International Office Products	Lexmark - 18C1524	18c1524	2	19.43	$38.86
279	Toner Cartridge, #44, Black	1 - Count	International Office Products	Lexmark - 18Y0144	18y0144	14	22.67	$317.38
281	Toner Cartridge, #43 Tri-Color	1 - Count	International Office Products	Lexmark - 18Y0143	18y0143	12	28.34	$340.08
282	Toner Cartridge, Hiyld	1 - Count	International Office Products	Lexmark - 64004HA	64004ha	2	303.76	$607.52
283	Toner Cartridge, yld, Black	1 - Count	International Office Products	Lexmark - 64015HA	64015ha	4	303.76	$1,215.04
284	Toner Cartridge, Std Yld	1 - Count	International Office Products	Lex,mark - 64015SA	64015sa	21	121.76	$2,556.96
285	Toner Cartridge, Black, Hi-yld	1 - Count	International Office Products	Lexmark - 64035HA	64035ha	6	363.04	$2,178.24
286	Fax Cartridge	1 - Count	International Office Products	Panasonic - KX-P170	kx-p170	5	12.26	$61.30
287	Fax Cartridge	1 - Count	International Office Products	Panasonic - UG3313	ug3313	24	128.14	$3,075.36
288	Fax Cartridge	1 - Count	International Office Products	Panasonic - UG3350	ug3350	5	148.20	$741.00
289	Fax Cartridge	1 - Count	International Office Products	Panasonic - UG5510	ug5510	3	156.24	$468.72
290	Toner Cartridge Boradband Fax, Black	1 - Count	International Office Products	Sharp - UXC80B	uxc80b	10	29.75	$297.50
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	International Office Products	Xerox - 016-1801-00	016180100	2	255.64	$511.28
292	Toner Cartridge, Yw, Hi-cap	1 - Count	International Office Products	Xerox - 016-1802-00	016180200	2	255.64	$511.28
293	Toner Cartridge, Black, Hi-cap	1 - Count	International Office Products	Xerox - 016-1803-01	016180301	3	117.00	$351.00
294	Toner Cartridge, Cyan , Std	1 - Count	International Office Products	Xerox - 016-1804-00	016180400	2	189.36	$378.72

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
295	Toner Cartridge, Yel, Std.	1 - Count	International Office Products	Xerox - 016-1806--00	016180600	2	189.36	$378.72
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	International Office Products	Xerox - 016-1843-00	016184300	2	73.04	$146.08
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	International Office Products	Xerox - 016-1891-00	016189100	3	25.70	$77.10
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	International Office Products	Xerox - 016-1945-00	016194500	2	148.79	$297.58
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	International Office Products	Xerox - 016-1946-00	016194600	2	148.79	$297.58
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	International Office Products	Xerox - 106R00668	106r00668	3	120.38	$361.14
301	Toner Cartridge, PHSR 6250, MA	1 - Count	International Office Products	Xerox - 106R00669	106r00669	1	120.38	$120.38
302	Toner Cartridge, PHRS 6250, YW	1 - Count	International Office Products	Xerox - 106R00670	106r00670	4	120.38	$481.52
303	Toner Cartridge, PHSR 6250, BK	1 - Count	International Office Products	Xerox - 106R00671	106r00671	1	35.17	$35.17
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	International Office Products	Xerox - 106R00673	106r00673	1	198.83	$198.83
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	International Office Products	Xerox - 106R00675	106r00675	1	60.87	$60.87
306	Toner Cartridge, Waste Container, PH7400	1 - Count	International Office Products	Xerox - 106R01081	106r01081	2	25.70	$51.40
307	Toner Cartridge, Work center, P555/57	1 - Count	International Office Products	Xerox - 106R402	106r402	6	117.29	$703.74
308	Toner Cartridge, Black	1 - Count	International Office Products	Xerox - 106R404	106r404	2	46.80	$93.60
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	International Office Products	Xerox - 113R457	113r457	4	140.75	$563.00
310	Fax Copy Cartridge Drum	1 - Count	International Office Products	Xerox - 113R459	113r459	1	143.99	$143.99
								$496,023.01
1	Fax Laser Drum Unit	1 - Count	Office Depot Business Solutions Division	Brother - DR250	782221	20	143.05	$2,861.00
2	Fax Laser Drum Unit	1 - Count	Office Depot Business Solutions Division	Brother - DR400	997578	16	122.29	$1,956.64
3	Fax Laser Drum Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - DR350	233784	3	82.71	$248.13
4	Drum Cartridge,	1 - Count	Office Depot Business Solutions Division	Brother - DR510	507528	15	122.29	$1,834.35
5	Fax Printer Cartridges	1 - Count	Office Depot Business Solutions Division	Brother - PC201	207779	87	23.35	$2,031.45
6	Fax Printer Cartridges	1 - Count	Office Depot Business Solutions Division	Brother - PC401	446001	3	16.73	$50.19
7	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	Brother - TN110BK	306465	3	42.35	$127.05
8	Toner Cartridge, Various Colors	1 - Count	Office Depot Business Solutions Division	Brother - TN110C,TN110M,TN110Y	306444	3	49.41	$148.23
9	Toner Cartridge , Black, Hiyld	1 - Count	Office Depot Business Solutions Division	Brother - TN115BK	233399	2	65.65	$131.30
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	Office Depot Business Solutions Division	Brother - TN250	782211	29	22.27	$645.83
11	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN350	970568	25	45.21	$1,130.25
12	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN430	997541	23	45.09	$1,037.07
13	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN460	997550	24	56.23	$1,349.52
14	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN530	591148	2	49.02	$98.04
15	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN540	533360	31	52.14	$1,616.34
16	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	Brother - TN550	986640	9	52.14	$469.26
17	Toner Cartridge, HL1650/1670N	1 - Count	Office Depot Business Solutions Division	Brother - TN560	710961	10	66.09	$660.90
18	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN570	507512	75	70.96	$5,322.00
19	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Brother - TN5000PF	496307	2	26.46	$52.92
20	Toner Cartridge, PG-40, BLACK	1 - Count	Office Depot Business Solutions Division	Canon - 0615B002	754112	15	16.93	$253.95
21	Toner Cartridge, CL-41 Tricolor	1 - Count	Office Depot Business Solutions Division	Cannon - 0617B002	754064	15	21.16	$317.40
22	Toner Cartridge, FX8	1 - Count	Office Depot Business Solutions Division	Cannon - 8955A001AA	293707	27	193.50	$5,224.50

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23	Toner Cartridge, E40, , Black	1 - Count	Office Depot Business Solutions Division	Cannon - 1491A002AA	417437	5	100.19	$500.95
24	Toner Cartridge, BC115	1 - Count	Office Depot Business Solutions Division	Cannon - 8190A003	582589	7	11.54	$80.78
25	Toner Cartridge, FX-4 Black	1 - Count	Office Depot Business Solutions Division	Cannon - 1558A002AA	287648	7	74.39	$520.73
26	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T044120	163765	5	19.18	$95.90
27	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T044220	164359	6	10.00	$60.00
28	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T044320	164422	5	10.00	$50.00
29	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T044420	164449	5	10.00	$50.00
30	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T048120	907993	7	14.12	$98.84
31	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T048220	908452	4	10.00	$40.00
32	Toner Cartridge, Magenta	1 - Count	Office Depot Business Solutions Division	Epson - T048320	909046	11	10.00	$110.00
33	Toner Cartridge, Various Colors	1 - Count	Office Depot Business Solutions Division	EPSON - T048420,48520,48620	909208	6	10.00	$60.00
34	Toner Cartridge, R800, Photo Black	1 - Count	Office Depot Business Solutions Division	Epson - T054120	973088	2	11.53	$23.06
35	Toner Cartridge, R800, Cyan	1 - Count	Office Depot Business Solutions Division	Epson - T054220	973680	5	11.53	$57.65
36	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T054320	763040	3	11.53	$34.59
37	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	Epson - T060120-S	721024	69	15.29	$1,055.01
38	Toner Cartridge, Cyn	1 - Count	Office Depot Business Solutions Division	Epson - T060220-S	721088	26	10.00	$260.00
39	Toner Cartridge, MA	1 - Count	Office Depot Business Solutions Division	Epson - T060320-S	721120	16	10.00	$160.00
40	Toner Cartridge, YW	1 - Count	Office Depot Business Solutions Division	Epson - T060420S	721128	25	10.00	$250.00
42	Toner Cartridge, Black Photo	1 - Count	Office Depot Business Solutions Division	Epson - T079120	637270	4	16.47	$65.88
43	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T079220	637290	2	16.47	$32.94
44	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T079320	637295	3	16.47	$49.41
45	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Epson - T079420	637325	3	16.47	$49.41
46	Toner Cartridge, Lt.Cyan	1 - Count	Office Depot Business Solutions Division	EPSON - T079520	637350	3	16.47	$49.41
47	Toner Cartridge, Lt. Magenta	1 - Count	Office Depot Business Solutions Division	Epson - T079620	637370	3	16.47	$49.41
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	Office Depot Business Solutions Division	EPSON - T088120-S	537585	7	10.71	$74.97
49	Toner Cartridge, RX700, Black	1 - Count	Office Depot Business Solutions Division	Epson - T559120	675925	2	16.19	$32.38
50	Toner Cartridge, RX700 Various Colors	1 - Count	Office Depot Business Solutions Division	Epson - T559220,320,420,520	675890	6	12.59	$75.54
51	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 51629A	239301	2	25.30	$50.60
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	Office Depot Business Solutions Division	HP - 51633M	731844	4	29.87	$119.48
53	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 51641A	169789	2	35.17	$70.34
54	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 51645A	169771	657	24.87	$16,339.59
55	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 51649A	239319	2	28.53	$57.06
56	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 92298A	542423	10	94.42	$944.20
57	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - 92298X	190369	4	92.73	$370.92
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	Office Depot Business Solutions Division	HP - CB335WN#140	840908	47	13.84	$650.48
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	Office Depot Business Solutions Division	HP - CB336WN#140	842133	9	33.05	$297.45
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	Office Depot Business Solutions Division	HP - CB337WN#140	840026	46	17.57	$808.22
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	Office Depot Business Solutions Division	HP - CB338WN#140	769277	2	38.34	$76.68
62	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CB436A	463865	42	73.66	$3,093.72
63	Toner Cartridge, M1319F	1 - Count	Office Depot Business Solutions Division	HP - CB536A#ABA	154414	1	66.42	$66.42
64	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CB540A	294500	2	98.24	$196.48

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
65	Toner Cartridge, Color	1 - Count	Office Depot Business Solutions Division	HP - CB541A,CB542A,CB543A	294510	3	90.29	$270.87
66	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CC364A	392430	1	162.82	$162.82
67	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CC530A	719505	2	153.71	$307.42
68	Toner Cartridge, Various colors	1 - Count	Office Depot Business Solutions Division	HP - CC531A,CC532A,CC533A	719510	6	151.51	$909.06
69	Toner Cartridge, #93 Twin Pack,	1 - Count	Office Depot Business Solutions Division	HP - CC581FN#140	323937	2	39.27	$78.54
70	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CC640WN#140	450390	9	13.84	$124.56
71	Toner Cartridge, HP60, Tri-color	1 - Count	Office Depot Business Solutions Division	HP - CC643WN#140	450410	13	17.58	$228.54
72	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - CE505A	878270	2	110.46	$220.92
73	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C1823D	167787	87	29.20	$2,540.40
74	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C3903A	239921	43	83.05	$3,571.15
76	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C3906A	371609	4	74.78	$299.12
77	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C3909X	281761	3	174.15	$522.45
78	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4092A	417393	31	48.41	$1,500.71
79	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4096A	808256	4	81.60	$326.40
80	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4127A	286943	11	80.91	$890.01
81	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4127X	286934	116	104.23	$12,090.68
82	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4129X	346843	2	155.68	$311.36
83	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4149A	428283	2	124.29	$248.58
84	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4150A	428309	2	193.19	$386.38
85	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4150A	428309	2	193.19	$386.38
86	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4151A	428318	2	193.19	$386.38
87	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4152A	428327	2	193.19	$386.38
88	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4153A	816764	2	171.92	$343.84
89	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4154A	215875	1	363.32	$363.32
90	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4155A	929385	2	406.45	$812.90
91	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4182X	428274	5	158.49	$792.45
92	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4191A	428265	2	85.16	$170.32
93	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4192A	428336	2	122.12	$244.24
94	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4193A	428345	2	122.12	$244.24
95	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4194A	428256	2	116.00	$232.00
96	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4195A	172621	2	81.45	$162.90
97	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4429A	146991	2	41.74	$83.48
98	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4800A	404496	2	34.70	$69.40
99	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4801A	404502	2	34.70	$69.40
100	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4802A	404511	2	34.70	$69.40
101	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4803A	404520	2	34.70	$69.40
102	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4804A	514864	2	67.19	$134.38
103	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4805A	514873	3	67.19	$201.57
104	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4806A	514882	3	67.19	$201.57
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	Office Depot Business Solutions Division	HP - C4810A	556051	9	34.30	$308.70
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	Office Depot Business Solutions Division	HP - C4811A	556021	6	34.30	$205.80

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	Office Depot Business Solutions Division	HP - C4812A	555981	4	34.30	$137.20
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	Office Depot Business Solutions Division	HP - C4813A	556201	8	34.30	$274.40
109	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4820A	147011	2	155.92	$311.84
110	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4821A	147021	2	155.92	$311.84
111	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4822A	147031	2	155.92	$311.84
112	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4823A	147051	2	155.92	$311.84
113	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4836AN	556141	23	33.45	$769.35
114	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4837A	556181	31	33.45	$1,036.95
115	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4838A	556091	33	33.45	$1,103.85
116	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4841A	352844	2	33.82	$67.64
117	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4842A	352862	2	33.82	$67.64
118	Toner Cartridge, HP2000, Magnta	1 - Count	Office Depot Business Solutions Division	HP - C4343A	352880	2	33.82	$67.64
119	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4844A	352871	39	27.83	$1,085.37
120	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4846A	888044	2	116.69	$233.38
121	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4847A	888053	2	116.69	$233.38
122	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4848A	888062	2	116.69	$233.38
123	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4871A	888035	2	116.69	$233.38
124	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4911A	909064	4	39.59	$158.36
125	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4912A	909100	4	39.59	$158.36
126	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C4913A	909109	2	39.59	$79.18
127	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C5010D	736295	17	36.21	$615.57
128	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C5011D	736305	10	26.86	$268.60
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	Office Depot Business Solutions Division	HP - C5023A	570619	1	72.57	$72.57
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	Office Depot Business Solutions Division	HP - C5024A,C5025A,C5026A	570628	3	72.57	$217.71
131	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6578A	291951	9	47.64	$428.76
132	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6578D	172681	417	27.03	$11,271.51
133	Toner Cartridge, Black, DJ610C	1 - Count	Office Depot Business Solutions Division	HP - C6614D	384601	20	33.65	$673.00
134	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6615D	384611	174	23.72	$4,127.28
135	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6625A	325871	30	26.51	$795.30
136	Toner Cartridge, #19 Black	1 - Count	Office Depot Business Solutions Division	HP - C6628A	396951	4	34.21	$136.84
137	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6656A	419672	410	17.26	$7,076.60
138	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6657A	154605	204	27.52	$5,614.08
139	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C6658A	419716	54	25.47	$1,375.38
140	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C7115A	727381	18	50.96	$917.28
141	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C7115X	869881	31	62.98	$1,952.38
142	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8061A	727371	15	94.36	$1,415.40
143	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8061X	727351	287	104.23	$29,914.01
144	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8543X	743161	50	261.50	$13,075.00
145	Toner Cartridge, HP02, Black	1 - Count	Office Depot Business Solutions Division	HP - C8721WN	802120	28	17.20	$481.60
146	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8727A	419727	151	18.33	$2,767.83
147	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8728A	419760	93	22.85	$2,125.05

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
148	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8765WN	440288	272	21.58	$5,869.76
149	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8766WN	440480	304	24.76	$7,527.04
150	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C8767WN	440520	588	30.56	$17,969.28
151	Toner Cartridge, HP02, Cyan	1 - Count	Office Depot Business Solutions Division	HP - C8771WN	802040	14	9.39	$131.46
152	Toner Cartridge, HP02, MGM	1 - Count	Office Depot Business Solutions Division	HP - C8772WN	801984	18	9.39	$169.02
153	Toner Cartridge, HP02, YW	1 - Count	Office Depot Business Solutions Division	HP - C8773WN	801632	18	9.39	$169.02
154	Toner Cartridge, HP02, Cyan,	1 - Count	Office Depot Business Solutions Division	HP - C8774WN	801416	14	9.39	$131.46
155	Toner Cartridge, HP02, Mgnta	1 - Count	Office Depot Business Solutions Division	HP - C8775WN	800944	14	9.39	$131.46
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	Office Depot Business Solutions Division	HP - C8788FN	962099	4	63.73	$254.92
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	Office Depot Business Solutions Division	HP - C9319FN	962148	36	39.67	$1,428.12
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	Office Depot Business Solutions Division	HP - C9320FN	115785	25	67.34	$1,683.50
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	Office Depot Business Solutions Division	HP - C9321FN	962015	1	54.78	$54.78
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	Office Depot Business Solutions Division	HP - C9323FN	115820	2	39.67	$79.34
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	Office Depot Business Solutions Division	HP - C9330FN	108617	3	45.44	$136.32
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	Office Depot Business Solutions Division	HP - C9348FN	112999	8	58.55	$468.40
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	Office Depot Business Solutions Division	HP - C9349FN	108687	12	67.34	$808.08
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	Office Depot Business Solutions Division	HP - C9350FN	108729	5	39.67	$198.35
165	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - C9351A	891320	17	13.84	$235.28
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	Office Depot Business Solutions Division	HP - C9352A	891336	79	17.78	$1,404.62
167	Toner Cartridge, HP#93, Tri-color	1 - Count	Office Depot Business Solutions Division	HP - C9361WN	802856	58	21.09	$1,223.22
168	Toner Cartridge, HP 92, Black	1 - Count	Office Depot Business Solutions Division	HP - C9362WN	802224	51	13.84	$705.84
169	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9363WN	440648	401	34.18	$13,706.18
170	Toner Cartridge, HP98, Black	1 - Count	Office Depot Business Solutions Division	HP - C9364WN	812808	141	21.58	$3,042.78
171	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9369WN	440656	56	25.47	$1,426.32
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	Office Depot Business Solutions Division	HP - C9381A	285888	7	75.42	$527.94
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	Office Depot Business Solutions Division	HP - C9382A	968952	7	75.42	$527.94
174	Toner Cartridge, HP88, Black	1 - Count	Office Depot Business Solutions Division	HP - C9385A	986264	124	20.52	$2,544.48
175	Toner Cartridge, F/HP88 CYN	1 - Count	Office Depot Business Solutions Division	HP - C9386A	986656	2	13.69	$27.38
176	Toner Cartridge, F/HP88, MA	1 - Count	Office Depot Business Solutions Division	HP - C9387A	986816	4	13.69	$54.76
177	Toner Cartridge, F/HP 88 YW	1 - Count	Office Depot Business Solutions Division	HP - C9388A	986880	1	13.69	$13.69
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	Office Depot Business Solutions Division	HP - C9391A	310216	118	23.23	$2,741.14
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	Office Depot Business Solutions Division	HP - C9392A	310232	249	23.23	$5,784.27
180	Toner Cartridge, HP88 LG, YW	1 - Count	Office Depot Business Solutions Division	HP - C9393A	310296	136	23.23	$3,159.28
181	Toner Cartridge, HP88, Black	1 - Count	Office Depot Business Solutions Division	HP - C9396A	986952	81	35.02	$2,836.62
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	Office Depot Business Solutions Division	HP - C9512FN	108890	2	30.67	$61.34
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	Office Depot Business Solutions Division	HP - C9514FN	108540	8	40.90	$327.20
184	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9720A	319275	10	136.31	$1,363.10
185	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9721A	319055	4	184.20	$736.80
186	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9722A	319209	6	184.20	$1,105.20
187	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9723A	319099	5	184.20	$921.00
188	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9730A	530569	21	197.08	$4,138.68

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
189	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9731A	531100	23	292.95	$6,737.85
190	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9732A	531199	23	276.36	$6,356.28
191	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - C9733A	530650	24	276.36	$6,632.64
192	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q1338A	616906	154	128.98	$19,862.92
193	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q1339A	616897	6	178.60	$1,071.60
194	Toner Cartridge, Laser Jet	1 - Count	Office Depot Business Solutions Division	HP - Q1339A	616897	6	178.60	$1,071.60
195	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2610A	432847	15	105.68	$1,585.20
196	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2612A	154414	140	66.42	$9,298.80
197	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2613A	432865	79	59.91	$4,732.89
198	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2613X	432892	2	84.47	$168.94
199	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2624A	721828	10	75.05	$750.50
200	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2670A	197092	36	139.13	$5,008.68
201	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2671A	197110	26	138.67	$3,605.42
202	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2672A	197173	25	138.67	$3,466.75
203	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q2673A	197569	33	138.67	$4,576.11
204	Toner Cartridge, HP, CY	1 - Count	Office Depot Business Solutions Division	HP - Q2681A	477384	5	178.96	$894.80
205	Toner Cartridge, YW & MA	1 - Count	Office Depot Business Solutions Division	HP - Q2682A, Q2683A	477456	8	178.96	$1,431.68
206	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3690A	681000	8	86.81	$694.48
207	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3961A	580320	5	104.72	$523.60
208	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3962A	580352	5	104.72	$523.60
209	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3693A	580392	5	104.72	$523.60
210	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3694A	681808	6	155.58	$933.48
211	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3971A	681856	5	77.24	$386.20
212	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3972A	681992	2	77.24	$154.48
213	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q3973A	682240	2	77.24	$154.48
214	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q5942A	992280	24	141.40	$3,393.60
215	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q5942X	975384	54	210.84	$11,385.36
216	Toner Cartridge, Laser , 49A, Black	1 - Count	Office Depot Business Solutions Division	HP - Q5949A	776184	59	67.69	$3,993.71
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	Office Depot Business Solutions Division	HP - Q5949X	992232	7	124.19	$869.33
218	Toner Cartridge, Color, LJ, Black	1 - Count	Office Depot Business Solutions Division	HP - Q5950A	352608	30	186.93	$5,607.90
219	Toner Cartridge, Color , LJ , CY	1 - Count	Office Depot Business Solutions Division	HP - Q5951A	352640	18	265.79	$4,784.22
220	Toner Cartridge, Color, LJ, YW	1 - Count	Office Depot Business Solutions Division	HP - Q5952A	352672	18	265.79	$4,784.22
221	Toner Cartridge, Color, LJ, MA	1 - Count	Office Depot Business Solutions Division	HP - Q5953A	352688	17	265.79	$4,518.43
222	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	HP - Q6000A	904224	112	79.53	$8,907.36
223	Toner Cartridge, Cyan	1 - Count	Office Depot Business Solutions Division	HP - Q6001A	904392	69	86.81	$5,989.89
224	Toner Cartridge, Color, YW	1 - Count	Office Depot Business Solutions Division	HP - Q6002A	904408	73	86.81	$6,337.13
225	Toner Cartridge, Color, Mgnta	1 - Count	Office Depot Business Solutions Division	HP - Q6003A	904416	70	86.81	$6,076.70
226	Toner Cartridge, Color, LJ, Black	1 - Count	Office Depot Business Solutions Division	HP - Q6470A	977952	112	139.13	$15,582.56
227	Toner Cartridge, Color, LJ, CY	1 - Count	Office Depot Business Solutions Division	HP - Q6471A	940584	37	138.67	$5,130.79
228	Toner Cartridge, Color, LJ, YW	1 - Count	Office Depot Business Solutions Division	HP - Q6472A	940648	39	138.67	$5,408.13
229	Toner Cartridge, Color, LJ, MA	1 - Count	Office Depot Business Solutions Division	HP - Q6473A	940688	26	138.67	$3,605.42

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
230	Toner Cartridge	1 - Count	Office Depot Business Solutions Division	HP - Q6511A	774360	4	117.56	$470.24
231	Toner Cartridge, LRS, Hiyld	1 - Count	Office Depot Business Solutions Division	HP - Q6511X	975392	6	196.80	$1,180.80
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	Office Depot Business Solutions Division	HP - Q7551X	115036	6	228.46	$1,370.76
233	Toner Cartridge, 53A, Bk	1 - Count	Office Depot Business Solutions Division	HP - Q7553A	295223	4	84.63	$338.52
234	Toner Cartridge, Color LJ, Cyn	1 - Count	Office Depot Business Solutions Division	HP - Q7581A	843992	35	178.96	$6,263.60
235	Toner Cartridge, Color LJ, Yw	1 - Count	Office Depot Business Solutions Division	HP - Q7582A	844008	43	178.96	$7,695.28
236	Toner Cartridge, Color LJ, MA	1 - Count	Office Depot Business Solutions Division	HP - Q7583A	844016	46	178.96	$8,232.16
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	Office Depot Business Solutions Division	HP - Q8846A	525130	4	34.19	$136.76
238	Toner Cartridge, CN, C500N	1 - Count	Office Depot Business Solutions Division	LEXMARK - C500S2CG	457290	1	134.19	$134.19
239	Toner Cartridge, Bk, C500N	1 - Count	Office Depot Business Solutions Division	Lexmark - C500S2KG	457295	1	123.80	$123.80
240	Toner Cartridge, MA, C500N	1 - Count	Office Depot Business Solutions Division	Lexmark - C500S2MG	457305	1	134.19	$134.19
241	Toner Cartridge, Yw, C500N	1 - Count	Office Depot Business Solutions Division	Lexmark - C500S2YG	457310	1	134.19	$134.19
242	Toner Cartridge, Ret. Prog., Black	1 - Count	Office Depot Business Solutions Division	Lexmark - C5200KS	601067	3	87.65	$262.95
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	Office Depot Business Solutions Division	Lexmark - C5200MS	601074	2	87.65	$175.30
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	Office Depot Business Solutions Division	Lexmark - C5200YS	601130	2	87.65	$175.30
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	Office Depot Business Solutions Division	Lexmark - C5220CS	226976	7	114.41	$800.87
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	Office Depot Business Solutions Division	Lexmark - C5220KS	226968	7	101.47	$710.29
247	Toner Cartridge, F/C522/524, MA	1 - Count	Office Depot Business Solutions Division	Lexmark - C5220MS	226984	7	114.41	$800.87
248	Toner Cartridge, F/C522/524, Yw	1 - Count	Office Depot Business Solutions Division	Lexmark - C5220YS	227000	7	114.41	$800.87
249	Toner Cartridge, CN, Hiyld	1 - Count	Office Depot Business Solutions Division	Lexmark - C5240CH	676625	3	153.53	$460.59
250	Toner Cartridge, Bk Hiyld	1 - Count	Office Depot Business Solutions Division	Lexmark - C5240KH	676646	10	152.95	$1,529.50
251	Toner Cartridge, MA, Hiyld	1 - Count	Office Depot Business Solutions Division	Lexmark - C5240MH	676660	5	153.53	$767.65
252	Toner Cartridge, Yw, Hiyld	1 - Count	Office Depot Business Solutions Division	Lexmark - C5240YH	676667	6	153.53	$921.18
253	Photo cond. Unit, F/C530	1 - Count	Office Depot Business Solutions Division	Lexmark - C53030X	717190	8	29.41	$235.28
254	Toner Cartridge, CN	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700CH	296847	7	325.80	$2,280.60
255	Toner Cartridge, Cyan	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700CS	349193	5	237.20	$1,186.00
256	Toner Cartridge, HY, BK	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700KH	296917	8	175.50	$1,404.00
257	Toner Cartridge, BK	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700KS	349214	3	144.59	$433.77
258	Toner Cartridge, MA, HY	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700MH	296882	7	325.80	$2,280.60
259	Toner Cartridge, MA	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700MS	349235	5	237.20	$1,186.00
260	Toner Cartridge, YW, HY	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700YH	296903	7	325.80	$2,280.60
261	Toner Cartridge, YW	1 - Count	Office Depot Business Solutions Division	Lexmark - C7700YS	349242	4	237.20	$948.80
262	Toner Cartridge, CN	1 - Count	Office Depot Business Solutions Division	Lexmark - C780A1CG	457335	10	237.20	$2,372.00
263	Toner Cartridge, BK	1 - Count	Office Depot Business Solutions Division	Lexmark - C780A1KG	458510	12	144.59	$1,735.08
264	Toner Cartridge, MA	1 - Count	Office Depot Business Solutions Division	Lexmark - C780A1MG	458565	9	237.20	$2,134.80
265	Toner Cartridge, YW	1 - Count	Office Depot Business Solutions Division	Lexmark - C780A1YG	458580	10	237.20	$2,372.00
266	Toner Cartridge, Black, 3.5k	1 - Count	Office Depot Business Solutions Division	Lexmark - E250A11A	716553	2	89.76	$179.52
267	Toner Cartridge, F/E35, Hiyld	1 - Count	Office Depot Business Solutions Division	Lex,mark - E352H11A	716567	5	242.96	$1,214.80
268	Toner Cartridge, #16 Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 10N0016	777741	3	27.94	$83.82
269	Toner Cartridge, #26 Color	1 - Count	Office Depot Business Solutions Division	Lexmark - 10N0026	777721	4	30.29	$121.16
270	Toner Cartridge, #17 MOD yld Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 10N0217	432496	3	19.41	$58.23

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 12A1970	312040	21	32.35	$679.35
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	Office Depot Business Solutions Division	Lexmark - 15M0120	403721	12	37.06	$444.72
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 15M2971	503152	10	24.17	$241.70
274	Toner Cartridge Black, X3550, Z816	1 - Count	Office Depot Business Solutions Division	Lexmark - 18C0032	503728	70	20.29	$1,420.30
275	Toner Cartridge, Color, X3550, Z816	1 - Count	Office Depot Business Solutions Division	Lexmark - 18C0033	504032	50	22.35	$1,117.50
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	Office Depot Business Solutions Division	Lexmark - 18C0532	723208	20	40.88	$817.60
277	Toner Cartridge, #23 Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 18C1523	488145	4	18.53	$74.12
278	Toner Cartridge, #24, Tricolor	1 - Count	Office Depot Business Solutions Division	Lexmark - 18C1524	457285	2	21.59	$43.18
279	Toner Cartridge, #44, Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 18Y0144	324133	14	23.24	$325.36
280	Toner Cartridge, Photo	1 - Count	Office Depot Business Solutions Division	Lexmark - 18Y0140	641865	2	23.24	$46.48
281	Toner Cartridge, #43 Tri-Color	1 - Count	Office Depot Business Solutions Division	Lexmark - 18Y0143	294698	12	27.94	$335.28
282	Toner Cartridge, Hiyld	1 - Count	Office Depot Business Solutions Division	Lexmark - 64004HA	842208	2	316.48	$632.96
283	Toner Cartridge, yld, Black	1 - Count	Office Depot Business Solutions Division	Lexmark - 64015HA	283280	4	316.48	$1,265.92
284	Toner Cartridge, Std Yld	1 - Count	Office Depot Business Solutions Division	Lex,mark - 64015SA	839040	21	125.89	$2,643.69
285	Toner Cartridge, Black, Hi-yld	1 - Count	Office Depot Business Solutions Division	Lexmark - 64035HA	283280	6	316.48	$1,898.88
286	Fax Cartridge	1 - Count	Office Depot Business Solutions Division	Panasonic - KX-P170	371495	5	22.05	$110.25
287	Fax Cartridge	1 - Count	Office Depot Business Solutions Division	Panasonic - UG3313	296273	24	198.35	$4,760.40
288	Fax Cartridge	1 - Count	Office Depot Business Solutions Division	Panasonic - UG3350	766581	5	265.50	$1,327.50
289	Fax Cartridge	1 - Count	Office Depot Business Solutions Division	Panasonic - UG5510	647372	3	233.10	$699.30
290	Toner Cartridge Boradband Fax, Black	1 - Count	Office Depot Business Solutions Division	Sharp - UXC80B	157505	10	30.87	$308.70
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1801-00	669724	2	340.20	$680.40
292	Toner Cartridge, Yw, Hi-cap	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1802-00	669746	2	340.20	$680.40
293	Toner Cartridge, Black, Hi-cap	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1803-01	669757	3	155.70	$467.10
294	Toner Cartridge, Cyan , Std	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1804-00	669768	2	242.10	$484.20
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1843-00	670054	2	92.70	$185.40
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1891-00	670219	3	31.50	$94.50
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1945-00	670285	2	290.70	$581.40
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	Office Depot Business Solutions Division	Xerox - 016-1946-00	670296	2	290.70	$581.40
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00668	136104	3	151.20	$453.60
301	Toner Cartridge, PHSR 6250, MA	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00669	545112	1	133.20	$133.20
302	Toner Cartridge, PHRS 6250, YW	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00670	545120	4	133.20	$532.80
303	Toner Cartridge, PHSR 6250, BK	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00671	545128	1	38.85	$38.85
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00673	545144	1	252.00	$252.00
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	Office Depot Business Solutions Division	Xerox - 106R00675	517368	1	75.60	$75.60
306	Toner Cartridge, Waste Container, PH7400	1 - Count	Office Depot Business Solutions Division	Xerox - 106R01081	135987	2	30.60	$61.20
307	Toner Cartridge, Work center, P555/57	1 - Count	Office Depot Business Solutions Division	Xerox - 106R402	670494	6	130.50	$783.00
308	Toner Cartridge, Black	1 - Count	Office Depot Business Solutions Division	Xerox - 106R404	670516	2	46.80	$93.60
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	Office Depot Business Solutions Division	Xerox - 113R457	670615	4	183.60	$734.40
310	Fax Copy Cartridge Drum	1 - Count	Office Depot Business Solutions Division	Xerox - 113R459	670626	1	179.10	$179.10

$523,890.77

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
1	Fax Laser Drum Unit	1 - Count	OfficeMax Enterprise Solutions	Brother - DR250	S5DR250	20	131.42	$2,628.40
2	Fax Laser Drum Unit	1 - Count	OfficeMax Enterprise Solutions	Brother - DR400	S5DR400	16	124.44	$1,991.04
3	Fax Laser Drum Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - DR350	S1DR350	3	77.69	$233.07
4	Drum Cartridge,	1 - Count	OfficeMax Enterprise Solutions	Brother - DR510	S1DR510	15	114.89	$1,723.35
5	Fax Printer Cartridges	1 - Count	OfficeMax Enterprise Solutions	Brother - PC201	S5PC201	87	21.47	$1,867.89
6	Fax Printer Cartridges	1 - Count	OfficeMax Enterprise Solutions	Brother - PC401	S5PC401	3	13.95	$41.85
7	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	Brother - TN110BK	S1TN110BK	3	39.79	$119.37
8	Toner Cartridge, Various Colors	1 - Count	OfficeMax Enterprise Solutions	Brother - TN110C,TN110M,TN110Y	S1TN110C	3	46.42	$139.26
9	Toner Cartridge , Black, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Brother - TN115BK	S1TN115BK	2	61.67	$123.34
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	OfficeMax Enterprise Solutions	Brother - TN250	S5TN250	29	26.63	$772.27
11	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN350	S1TN350	25	39.50	$987.50
12	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN430	S5TN430	23	44.42	$1,021.66
13	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN460	S5TN460	24	65.75	$1,578.00
14	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN530	S5TN530	2	47.53	$95.06
15	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN540	S5TN540	31	27.82	$862.42
16	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	Brother - TN550	S1TN550	9	48.99	$440.91
17	Toner Cartridge, HL1650/1670N	1 - Count	OfficeMax Enterprise Solutions	Brother - TN560	S1TN560	10	62.08	$620.80
18	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN570	S1TN570	75	71.03	$5,327.25
19	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Brother - TN5000PF	S5TN5000PF	2	19.95	$39.90
20	Toner Cartridge, PG-40, BLACK	1 - Count	OfficeMax Enterprise Solutions	Canon - 0615B002	S10615B002	15	16.24	$243.60
21	Toner Cartridge, CL-41 Tricolor	1 - Count	OfficeMax Enterprise Solutions	Cannon - 0617B002	S10617B002	15	19.69	$295.35
22	Toner Cartridge, FX8	1 - Count	OfficeMax Enterprise Solutions	Cannon - 8955A001AA	S18955A001AA	27	67.43	$1,820.61
23	Toner Cartridge, E40, , Black	1 - Count	OfficeMax Enterprise Solutions	Cannon - 1491A002AA	S11491A002AA	5	112.44	$562.20
24	Toner Cartridge, BC115	1 - Count	OfficeMax Enterprise Solutions	Cannon - 8190A003	S18190A003	7	9.87	$69.09
25	Toner Cartridge, FX-4 Black	1 - Count	OfficeMax Enterprise Solutions	Cannon - 1558A002AA	S51558A002AA	7	64.79	$453.53
26	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T044120	S1T044120	5	17.89	$89.45
27	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T044220	S1T044220	6	9.68	$58.08
28	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T044320	S1T044320	5	9.68	$48.40
29	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T044420	S1T044420	5	9.68	$48.40
30	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T048120	S1T048120	7	13.37	$93.59
31	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T048220	S1T048220	4	10.55	$42.20
32	Toner Cartridge, Magenta	1 - Count	OfficeMax Enterprise Solutions	Epson - T048320	S1T048320	11	10.09	$110.99
33	Toner Cartridge, Various Colors	1 - Count	OfficeMax Enterprise Solutions	EPSON - T048420,48520,48620	S1T048420	6	10.12	$60.72
34	Toner Cartridge, R800, Photo Black	1 - Count	OfficeMax Enterprise Solutions	Epson - T054120	S1T054120	2	11.86	$23.72
35	Toner Cartridge, R800, Cyan	1 - Count	OfficeMax Enterprise Solutions	Epson - T054220	S1T054220	5	11.18	$55.90
36	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T054320	S1T054320	3	11.18	$33.54
37	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	Epson - T060120-S	S1T060120S	69	13.68	$943.92
38	Toner Cartridge, Cyn	1 - Count	OfficeMax Enterprise Solutions	Epson - T060220-S	S1T060220S	26	8.95	$232.70
39	Toner Cartridge, MA	1 - Count	OfficeMax Enterprise Solutions	Epson - T060320-S	S1T060320S	16	8.95	$143.20
40	Toner Cartridge, YW	1 - Count	OfficeMax Enterprise Solutions	Epson - T060420S	S1T060420S	25	8.95	$223.75

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
41	Toner Cartridge, Multicolor	1 - Count	OfficeMax Enterprise Solutions	Epson - T060520S	S1T060520S	40	26.84	$1,073.60
42	Toner Cartridge, Black Photo	1 - Count	OfficeMax Enterprise Solutions	Epson - T079120	S1T079120	4	17.99	$71.96
43	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T079220	S1T079220	2	17.99	$35.98
44	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T079320	S1T079320	3	17.99	$53.97
45	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Epson - T079420	S1T079420	3	17.99	$53.97
46	Toner Cartridge, Lt.Cyan	1 - Count	OfficeMax Enterprise Solutions	EPSON - T079520	S1T079520	3	17.99	$53.97
47	Toner Cartridge, Lt. Magenta	1 - Count	OfficeMax Enterprise Solutions	Epson - T079620	S1T079620	3	17.99	$53.97
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	OfficeMax Enterprise Solutions	EPSON - T088120-S	S1T088120S	7	9.58	$67.06
49	Toner Cartridge, RX700, Black	1 - Count	OfficeMax Enterprise Solutions	Epson - T559120	S1T559120	2	14.59	$29.18
50	Toner Cartridge, RX700 Various Colors	1 - Count	OfficeMax Enterprise Solutions	Epson - T559220,320,420,520	S1T559220	6	10.75	$64.50
51	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 51629A	S151629A	2	25.25	$50.50
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	OfficeMax Enterprise Solutions	HP - 51633M	S151633M	4	26.73	$106.92
53	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 51641A	S151641A	2	24.29	$48.58
54	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 51645A	S151645A048	657	24.24	$15,925.68
55	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 51649A	S151649A	2	25.80	$51.60
56	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 92298A	S192298A	10	97.65	$976.50
57	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - 92298X	S192298X	4	73.30	$293.20
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	OfficeMax Enterprise Solutions	HP - CB335WN#140	S1CB335WN140	47	12.38	$581.86
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	OfficeMax Enterprise Solutions	HP - CB336WN#140	S1CB336WN140	9	29.57	$266.13
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	OfficeMax Enterprise Solutions	HP - CB337WN#140	S1CB337WN140	46	15.73	$723.58
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	OfficeMax Enterprise Solutions	HP - CB338WN#140	S1CB338WN140	2	34.31	$68.62
62	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CB436A	S1CB436A	42	65.91	$2,768.22
63	Toner Cartridge, M1319F	1 - Count	OfficeMax Enterprise Solutions	HP - CB536A#ABA	S1Q2612A	1	56.59	$56.59
64	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CB540A	S1CB540A	2	66.64	$133.28
65	Toner Cartridge, Color	1 - Count	OfficeMax Enterprise Solutions	HP - CB541A,CB542A,CB543A	S1CB541A	3	61.25	$183.75
66	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CC364A	S1CC364A	1	178.29	$178.29
67	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CC530A	S1CC530A	2	104.27	$208.54
68	Toner Cartridge, Various colors	1 - Count	OfficeMax Enterprise Solutions	HP - CC531A,CC532A,CC533A	S1CC531A	6	102.78	$616.68
69	Toner Cartridge, #93 Twin Pack,	1 - Count	OfficeMax Enterprise Solutions	HP - CC581FN#140	S1CC581FN140	2	35.14	$70.28
70	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CC640WN#140	S1CC640WN140	9	12.38	$111.42
71	Toner Cartridge, HP60, Tri-color	1 - Count	OfficeMax Enterprise Solutions	HP - CC643WN#140	S1CC643WN140	13	15.73	$204.49
72	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - CE505A	S1CE505A	2	74.93	$149.86
73	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C1823D	S1C1823D140	87	28.79	$2,504.73
74	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C3903A	S1C3903A	43	59.50	$2,558.50
75	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C3903X	S1C3909X	3	187.33	$561.99
76	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C3906A	S1C3906A	4	51.93	$207.72
77	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C3909X	S1C3909X	3	187.33	$561.99
78	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4092A	S1C4092A	31	46.49	$1,441.19
79	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4096A	S1C4096A	4	88.97	$355.88
80	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4127A	S1C4127A	11	88.22	$970.42
81	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4127X	S1C4127X	116	99.89	$11,587.24

Toner and Fax Cartridges
MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
82	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4129X	S1C4129X	2	127.75	$255.50
83	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4149A	S1C4149A	2	89.59	$179.18
84	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4150A	S1C4150A	2	139.25	$278.50
85	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4150A	S1C4150A	2	139.25	$278.50
86	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4151A	S1C4151A	2	139.25	$278.50
87	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4152A	S1C4152A	2	139.25	$278.50
88	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4153A	S1C4153A	2	122.79	$245.58
89	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4154A	S1C4154A	1	269.89	$269.89
90	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4155A	S1C4155A	2	255.29	$510.58
91	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4182X	S1C4182X	5	143.84	$719.20
92	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4191A	S1C4191A	2	67.49	$134.98
93	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4192A	S1C4192A	2	97.89	$195.78
94	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4193A	S1C4193A	2	97.89	$195.78
95	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4194A	S1C4194A	2	117.47	$234.94
96	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4195A	S1C4195A	2	64.49	$128.98
97	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4429A	S7C4429A	2	27.19	$54.38
98	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4800A	S1C4800A	2	26.29	$52.58
99	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4801A	S1C4801A	2	26.29	$52.58
100	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4802A	S1C4802A	2	26.29	$52.58
101	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4803A	S1C4803A	2	26.29	$52.58
102	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4804A	S1C4804A	2	53.59	$107.18
103	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4805A	S1C4805A	3	53.59	$160.77
104	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4806A	S1C4806A	3	53.59	$160.77
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C4810A	S1C4810A	9	30.69	$276.21
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	OfficeMax Enterprise Solutions	HP - C4811A	S1C4811A	6	30.69	$184.14
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	OfficeMax Enterprise Solutions	HP - C4812A	S1C4812A	4	30.69	$122.76
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	OfficeMax Enterprise Solutions	HP - C4813A	S1C4813A	8	30.69	$245.52
109	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4820A	S1C4820A	2	92.29	$184.58
110	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4821A	S1C4821A	2	92.29	$184.58
111	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4822A	S1C4822A	2	92.29	$184.58
112	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4823A	S1C4823A	2	92.29	$184.58
113	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4836AN	S1C4836A	23	30.71	$706.33
114	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4837A	S1C4837A	31	30.71	$952.01
115	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4838A	S1C4838A	33	30.71	$1,013.43
116	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4841A	S1C4841A	2	25.59	$51.18
117	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4842A	S1C4842A	2	28.51	$57.02
118	Toner Cartridge, HP2000, Magnta	1 - Count	OfficeMax Enterprise Solutions	HP - C4343A	S1C4843A	2	30.26	$60.52
119	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4844A	S1C4844A	39	25.59	$998.01
120	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4846A	S1C4846A	2	101.79	$203.58
121	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4847A	S1C4847A	2	101.79	$203.58
122	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4848A	S1C4848A	2	101.79	$203.58

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
123	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4871A	S1C4871A	2	101.79	$203.58
124	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4911A	S1C4911A	4	28.89	$115.56
125	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4912A	S1C4912A	4	28.89	$115.56
126	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C4913A	S1C4913A	2	28.89	$57.78
127	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C5010D	S1C5010D	17	24.67	$419.39
128	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C5011D	S1C5011D	10	18.84	$188.40
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C5023A	S1C5023A	1	70.35	$70.35
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	OfficeMax Enterprise Solutions	HP - C5024A,C5025A,C5026A	S1C5024A	3	68.86	$206.58
131	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6578A	S1C6578AN	9	49.37	$444.33
132	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6578D	S1C6578DN	417	27.51	$11,471.67
133	Toner Cartridge, Black, DJ610C	1 - Count	OfficeMax Enterprise Solutions	HP - C6614D	S1C6614D	20	25.00	$500.00
134	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6615D	S1C6615DN048	174	23.38	$4,068.12
135	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6625A	S1C6625A	30	25.18	$755.40
136	Toner Cartridge, #19 Black	1 - Count	OfficeMax Enterprise Solutions	HP - C6628A	S1C6628A	4	30.61	$122.44
137	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6656A	S1C6656AN	410	16.54	$6,781.40
138	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6657A	S1C6657AN	204	27.51	$5,612.04
139	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C6658A	S1C6658AN140	54	23.15	$1,250.10
140	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C7115A	S1C7115A	18	51.89	$934.02
141	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C7115X	S1C7115X	31	66.69	$2,067.39
142	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8061A	S1C8061A	15	78.29	$1,174.35
143	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8061X	S1C8061X	287	104.77	$30,068.99
144	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8543X	S1C8543X	50	226.73	$11,336.50
145	Toner Cartridge, HP02, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C8721WN	S1C8721WN140	28	16.08	$450.24
146	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8727A	S1C8727AN	151	15.17	$2,290.67
147	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8728A	S1C8728AN	93	17.78	$1,653.54
148	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8765WN	S1C8765WN140	272	16.54	$4,498.88
149	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8766WN	S1C8766WN140	304	23.79	$7,232.16
150	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C8767WN	S1C8767WN140	588	23.79	$13,988.52
151	Toner Cartridge, HP02, Cyan	1 - Count	OfficeMax Enterprise Solutions	HP - C8771WN	S1C8771WN140	14	8.40	$117.60
152	Toner Cartridge, HP02, MGM	1 - Count	OfficeMax Enterprise Solutions	HP - C8772WN	S1C8772WN140	18	8.40	$151.20
153	Toner Cartridge, HP02, YW	1 - Count	OfficeMax Enterprise Solutions	HP - C8773WN	S1C8773WN140	18	8.40	$151.20
154	Toner Cartridge, HP02, Cyan,	1 - Count	OfficeMax Enterprise Solutions	HP - C8774WN	S1C8774WN140	14	8.40	$117.60
155	Toner Cartridge, HP02, Mgnta	1 - Count	OfficeMax Enterprise Solutions	HP - C8775WN	S1C8775WN140	14	8.40	$117.60
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	OfficeMax Enterprise Solutions	HP - C8788FN	S1C8788FN	4	60.91	$243.64
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9319FN	S1C9319FN140	36	35.49	$1,277.64
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	OfficeMax Enterprise Solutions	HP - C9320FN	S1C9320FN140	25	60.25	$1,506.25
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	OfficeMax Enterprise Solutions	HP - C9321FN	S1C9321FN	1	54.82	$54.82
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	OfficeMax Enterprise Solutions	HP - C9323FN	S1C9323FN	2	37.76	$75.52
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9330FN	S1C9330FN140	3	38.82	$116.46
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	OfficeMax Enterprise Solutions	HP - C9348FN	S1C9348FN	8	55.74	$445.92
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	OfficeMax Enterprise Solutions	HP - C9349FN	S1C9349FN140	12	60.25	$723.00

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	OfficeMax Enterprise Solutions	HP - C9350FN	S1C9350FN	5	37.76	$188.80
165	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9351A	S1C9351AN140	17	12.38	$210.46
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	OfficeMax Enterprise Solutions	HP - C9352A	S1C9352AN140	79	15.73	$1,242.67
167	Toner Cartridge, HP#93, Tri-color	1 - Count	OfficeMax Enterprise Solutions	HP - C9361WN	S1C9361WN140	58	13.73	$796.34
168	Toner Cartridge, HP 92, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9362WN	S1C9362WN140	51	12.38	$631.38
169	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9363WN	S1C9363WN140	401	27.59	$11,063.59
170	Toner Cartridge, HP98, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9364WN	S1C9364WN140	141	19.31	$2,722.71
171	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9369WN	S1C9369WN140	56	20.89	$1,169.84
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	OfficeMax Enterprise Solutions	HP - C9381A	S1C9381A	7	58.75	$411.25
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	OfficeMax Enterprise Solutions	HP - C9382A	S1C9382A	7	58.75	$411.25
174	Toner Cartridge, HP88, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9385A	S1C9385AN140	124	16.82	$2,085.68
175	Toner Cartridge, F/HP88 CYN	1 - Count	OfficeMax Enterprise Solutions	HP - C9386A	S1C9386AN140	2	13.03	$26.06
176	Toner Cartridge, F/HP88, MA	1 - Count	OfficeMax Enterprise Solutions	HP - C9387A	S1C9387AN140	4	13.03	$52.12
177	Toner Cartridge, F/HP 88 YW	1 - Count	OfficeMax Enterprise Solutions	HP - C9388A	S1C9388AN140	1	13.03	$13.03
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	OfficeMax Enterprise Solutions	HP - C9391A	S1C9391AN140	118	21.01	$2,479.18
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	OfficeMax Enterprise Solutions	HP - C9392A	S1C9392AN140	249	21.01	$5,231.49
180	Toner Cartridge, HP88 LG, YW	1 - Count	OfficeMax Enterprise Solutions	HP - C9393A	S1C9393AN140	136	21.01	$2,857.36
181	Toner Cartridge, HP88, Black	1 - Count	OfficeMax Enterprise Solutions	HP - C9396A	S1C9396AN140	81	31.34	$2,538.54
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	OfficeMax Enterprise Solutions	HP - C9512FN	S1C9512FN140	2	22.96	$45.92
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	OfficeMax Enterprise Solutions	HP - C9514FN	S1C9514FN140	8	35.49	$283.92
184	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9720A	S1C9720A	10	130.21	$1,302.10
185	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9721A	S1C9721A	4	169.51	$678.04
186	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9722A	S1C9722A	6	173.65	$1,041.90
187	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9723A	S1C9723A	5	173.46	$867.30
188	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9730A	S1C9730A	21	176.39	$3,704.19
189	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9731A	S1C9731A	23	248.59	$5,717.57
190	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9732A	S1C9732A	23	248.59	$5,717.57
191	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - C9733A	S1C9733A	24	248.59	$5,966.16
192	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q1338A	S1Q1338A	154	122.89	$18,925.06
193	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q1339A	S1Q1339A	6	163.03	$978.18
194	Toner Cartridge, Laser Jet	1 - Count	OfficeMax Enterprise Solutions	HP - Q1339A	S1Q1339A	6	163.03	$978.18
195	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2610A	S1Q2610A	15	94.39	$1,415.85
196	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2612A	S1Q2612A	140	56.59	$7,922.60
197	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2613A	S1Q2613A	79	57.59	$4,549.61
198	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2613X	S1Q2613X	2	87.11	$174.22
199	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2624A	S1Q2624A	10	71.46	$714.60
200	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2670A	S1Q2670A	36	106.72	$3,841.92
201	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2671A	S1Q2671A	26	113.79	$2,958.54
202	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2672A	S1Q2672A	25	113.79	$2,844.75
203	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q2673A	S1Q2673A	33	113.79	$3,755.07
204	Toner Cartridge, HP, CY	1 - Count	OfficeMax Enterprise Solutions	HP - Q2681A	S1Q2681A	5	160.12	$800.60

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
205	Toner Cartridge, YW & MA	1 - Count	OfficeMax Enterprise Solutions	HP - Q2682A, Q2683A	S1Q2682A	8	160.12	$1,280.96
206	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3690A	S1Q3960A	8	67.79	$542.32
207	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3961A	S1Q3961A	5	86.79	$433.95
208	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3962A	S1Q3962A	5	86.79	$433.95
209	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3693A	S1Q3963A	5	86.79	$433.95
210	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3694A	S1Q3964A	6	162.96	$977.76
211	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3971A	S1Q3971A	5	62.59	$312.95
212	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3972A	S1Q3972A	2	62.59	$125.18
213	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q3973A	S1Q3973A	2	62.59	$125.18
214	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q5942A	S1Q5942A	24	122.23	$2,933.52
215	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q5942X	S1Q5942X	54	198.90	$10,740.60
216	Toner Cartridge, Laser , 49A, Black	1 - Count	OfficeMax Enterprise Solutions	HP - Q5949A	S1Q5949A	59	63.90	$3,770.10
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	OfficeMax Enterprise Solutions	HP - Q5949X	S1Q5949X	7	114.67	$802.69
218	Toner Cartridge, Color, LJ, Black	1 - Count	OfficeMax Enterprise Solutions	HP - Q5950A	S1Q5950A	30	157.78	$4,733.40
219	Toner Cartridge, Color , LJ , CY	1 - Count	OfficeMax Enterprise Solutions	HP - Q5951A	S1Q5951A	18	224.35	$4,038.30
220	Toner Cartridge, Color, LJ, YW	1 - Count	OfficeMax Enterprise Solutions	HP - Q5952A	S1Q5952A	18	224.35	$4,038.30
221	Toner Cartridge, Color, LJ, MA	1 - Count	OfficeMax Enterprise Solutions	HP - Q5953A	S1Q5953A	17	224.35	$3,813.95
222	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	HP - Q6000A	S1Q6000A	112	69.22	$7,752.64
223	Toner Cartridge, Cyan	1 - Count	OfficeMax Enterprise Solutions	HP - Q6001A	S1Q6001A	69	75.44	$5,205.36
224	Toner Cartridge, Color, YW	1 - Count	OfficeMax Enterprise Solutions	HP - Q6002A	S1Q6002A	73	75.44	$5,507.12
225	Toner Cartridge, Color, Mgnta	1 - Count	OfficeMax Enterprise Solutions	HP - Q6003A	S1Q6003A	70	75.44	$5,280.80
226	Toner Cartridge, Color, LJ, Black	1 - Count	OfficeMax Enterprise Solutions	HP - Q6470A	S1Q6470A	112	120.86	$13,536.32
227	Toner Cartridge, Color, LJ, CY	1 - Count	OfficeMax Enterprise Solutions	HP - Q6471A	S1Q6471A	37	120.86	$4,471.82
228	Toner Cartridge, Color, LJ, YW	1 - Count	OfficeMax Enterprise Solutions	HP - Q6472A	S1Q6472A	39	120.86	$4,713.54
229	Toner Cartridge, Color, LJ, MA	1 - Count	OfficeMax Enterprise Solutions	HP - Q6473A	S1Q6473A	26	120.86	$3,142.36
230	Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	HP - Q6511A	S1Q6511A	4	108.25	$433.00
231	Toner Cartridge, LRS, Hiyld	1 - Count	OfficeMax Enterprise Solutions	HP - Q6511X	S1Q6511X	6	180.59	$1,083.54
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	OfficeMax Enterprise Solutions	HP - Q7551X	S1Q7551X	6	204.41	$1,226.46
233	Toner Cartridge, 53A, Bk	1 - Count	OfficeMax Enterprise Solutions	HP - Q7553A	S1Q7553A	4	75.72	$302.88
234	Toner Cartridge, Color LJ, Cyn	1 - Count	OfficeMax Enterprise Solutions	HP - Q7581A	S1Q7581A	35	160.12	$5,604.20
235	Toner Cartridge, Color LJ, Yw	1 - Count	OfficeMax Enterprise Solutions	HP - Q7582A	S1Q7582A	43	160.12	$6,885.16
236	Toner Cartridge, Color LJ, MA	1 - Count	OfficeMax Enterprise Solutions	HP - Q7583A	S1Q7583A	46	160.12	$7,365.52
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	OfficeMax Enterprise Solutions	HP - Q8846A	S1Q8846AN140	4	23.19	$92.76
238	Toner Cartridge, CN, C500N	1 - Count	OfficeMax Enterprise Solutions	LEXMARK - C500S2CG	S1C500S2CG	1	97.59	$97.59
239	Toner Cartridge, Bk, C500N	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C500S2KG	S1C500S2KG	1	88.78	$88.78
240	Toner Cartridge, MA, C500N	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C500S2MG	S1C500S2MG	1	97.59	$97.59
241	Toner Cartridge, Yw, C500N	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C500S2YG	S1C500S2YG	1	97.59	$97.59
242	Toner Cartridge, Ret. Prog., Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5200KS	S1C5200KS	3	82.35	$247.05
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5200MS	S1C5200MS	2	82.35	$164.70
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5200YS	S1C5220YS	2	107.48	$214.96
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5220CS	S1C5220CS	7	107.48	$752.36

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5220KS	S1C5220KS	7	95.33	$667.31
247	Toner Cartridge, F/C522/524, MA	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5220MS	S1C5220MS	7	107.48	$752.36
248	Toner Cartridge, F/C522/524, Yw	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5220YS	S1C5220YS	7	107.48	$752.36
249	Toner Cartridge, CN, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5240CH	S1C5240CH	3	144.24	$432.72
250	Toner Cartridge, Bk Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5240KH	S1C5240KH	10	143.68	$1,436.80
251	Toner Cartridge, MA, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5240MH	S1C5240MH	5	144.24	$721.20
252	Toner Cartridge, Yw, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C5240YH	S1C5240YH	6	144.24	$865.44
253	Photo cond. Unit, F/C530	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C53030X	S1C53030X	8	32.54	$260.32
254	Toner Cartridge, CN	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700CH	S1C7700CH	7	268.26	$1,877.82
255	Toner Cartridge, Cyan	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700CS	S1C7700CS	5	185.68	$928.40
256	Toner Cartridge, HY, BK	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700KH	S1C7700KH	8	143.68	$1,149.44
257	Toner Cartridge, BK	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700KS	S1C7700KS	3	112.74	$338.22
258	Toner Cartridge, MA, HY	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700MH	S1C7700MH	7	268.26	$1,877.82
259	Toner Cartridge, MA	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700MS	S1C7700MS	5	185.68	$928.40
260	Toner Cartridge, YW, HY	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700YH	S1C7700YH	7	268.26	$1,877.82
261	Toner Cartridge, YW	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C7700YS	S1C7700YS	4	185.68	$742.72
262	Toner Cartridge, CN	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C780A1CG	S1C780A1CG	10	185.68	$1,856.80
263	Toner Cartridge, BK	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C780A1KG	S1C780A1KG	12	112.74	$1,352.88
264	Toner Cartridge, MA	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C780A1MG	S1C780A1MG	9	185.68	$1,671.12
265	Toner Cartridge, YW	1 - Count	OfficeMax Enterprise Solutions	Lexmark - C780A1YG	S1C780A1YG	10	185.68	$1,856.80
266	Toner Cartridge, Black, 3.5k	1 - Count	OfficeMax Enterprise Solutions	Lexmark - E250A11A	S1E250A11A	2	84.37	$168.74
267	Toner Cartridge, F/E35, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lex,mark - E352H11A	S1E352H11A	5	164.84	$824.20
268	Toner Cartridge, #16 Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 10N0016	S110N0119	3	26.05	$78.15
269	Toner Cartridge, #26 Color	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 10N0026	S110N0129	4	26.03	$104.12
270	Toner Cartridge, #17 MOD yld Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 10N0217	S110N0375	3	18.16	$54.48
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 12A1970	S115M0922	21	27.99	$587.79
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 15M0120	S115M0985	12	32.20	$386.40
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 15M2971	S115M3010	10	19.32	$193.20
274	Toner Cartridge Black, X3550, Z816	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18C0032	S118C0620	70	17.69	$1,238.30
275	Toner Cartridge, Color, X3550, Z816	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18C0033	S118C0630	50	19.30	$965.00
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18C0532	S118C0532	20	35.40	$708.00
277	Toner Cartridge, #23 Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18C1523	S118C1591	4	17.37	$69.48
278	Toner Cartridge, #24, Tricolor	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18C1524	S118C1592	2	18.95	$37.90
279	Toner Cartridge, #44, Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18Y0144	S118Y0108	14	22.11	$309.54
280	Toner Cartridge, Photo	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18Y0140	S118Y0438	2	22.11	$44.22
281	Toner Cartridge, #43 Tri-Color	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 18Y0143	S118Y0343	12	27.63	$331.56
282	Toner Cartridge, Hiyld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 64004HA	S164004HA	2	296.21	$592.42
283	Toner Cartridge, yld, Black	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 64015HA	S164015HA	4	296.21	$1,184.84
284	Toner Cartridge, Std Yld	1 - Count	OfficeMax Enterprise Solutions	Lex,mark - 64015SA	S164015SA	21	118.74	$2,493.54
285	Toner Cartridge, Black, Hi-yld	1 - Count	OfficeMax Enterprise Solutions	Lexmark - 64035HA	S164035HA	6	368.78	$2,212.68
286	Fax Cartridge	1 - Count	OfficeMax Enterprise Solutions	Panasonic - KX-P170	S2KXP170	5	12.49	$62.45

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
287	Fax Cartridge	1 - Count	OfficeMax Enterprise Solutions	Panasonic - UG3313	S5UG3313	24	122.50	$2,940.00
288	Fax Cartridge	1 - Count	OfficeMax Enterprise Solutions	Panasonic - UG3350	S5UG3350	5	115.89	$579.45
289	Fax Cartridge	1 - Count	OfficeMax Enterprise Solutions	Panasonic - UG5510	S5UG5510	3	138.89	$416.67
290	Toner Cartridge Boradband Fax, Black	1 - Count	OfficeMax Enterprise Solutions	Sharp - UXC80B	S5UXC80B	10	30.55	$305.50
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1801-00	S1016180100	2	254.33	$508.66
292	Toner Cartridge, Yw, Hi-cap	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1802-00	S1016180200	2	254.33	$508.66
293	Toner Cartridge, Black, Hi-cap	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1803-01	S1016180301	3	116.40	$349.20
294	Toner Cartridge, Cyan , Std	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1804-00	S1016180400	2	188.39	$376.78
295	Toner Cartridge, Yel, Std.	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1806--00	S1016180600	2	188.39	$376.78
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1843-00	S1016184300	2	74.98	$149.96
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1891-00	S1016189100	3	25.88	$77.64
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1945-00	S1016194500	2	215.00	$430.00
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	OfficeMax Enterprise Solutions	Xerox - 016-1946-00	S1016194600	2	215.00	$430.00
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00668	S1106R00668	3	119.76	$359.28
301	Toner Cartridge, PHSR 6250, MA	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00669	S1106R00669	1	119.76	$119.76
302	Toner Cartridge, PHRS 6250, YW	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00670	S1106R00670	4	119.76	$479.04
303	Toner Cartridge, PHSR 6250, BK	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00671	S1106R00671	1	34.87	$34.87
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00673	S1106R00673	1	197.20	$197.20
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R00675	S1106R00675	1	60.37	$60.37
306	Toner Cartridge, Waste Container, PH7400	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R01081	S7106R01081	2	26.95	$53.90
307	Toner Cartridge, Work center, P555/57	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R402	S5106R402	6	97.89	$587.34
308	Toner Cartridge, Black	1 - Count	OfficeMax Enterprise Solutions	Xerox - 106R404	S5106R404	2	36.58	$73.16
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	OfficeMax Enterprise Solutions	Xerox - 113R457	S5113R457	4	141.59	$566.36
310	Fax Copy Cartridge Drum	1 - Count	OfficeMax Enterprise Solutions	Xerox - 113R459	S5113R459	1	124.44	$124.44
								$464,734.62
1	Fax Laser Drum Unit	1 - Count	U. S. Ink and Toner, Inc.	Brother - DR250	DR250	20	143.62	$2,872.40
2	Fax Laser Drum Unit	1 - Count	U. S. Ink and Toner, Inc.	Brother - DR400	DR400	16	119.88	$1,918.08
3	Fax Laser Drum Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - DR350	DR350	3	83.83	$251.49
4	Drum Cartridge,	1 - Count	U. S. Ink and Toner, Inc.	Brother - DR510	DR510	15	121.88	$1,828.20
5	Fax Printer Cartridges	1 - Count	U. S. Ink and Toner, Inc.	Brother - PC201	PC201	87	23.28	$2,025.36
6	Fax Printer Cartridges	1 - Count	U. S. Ink and Toner, Inc.	Brother - PC401	PC401	3	19.93	$59.79
7	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN110BK	TN110BK	3	44.94	$134.82
8	Toner Cartridge, Various Colors	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN110C,TN110M,TN110Y	TN110C,M,Y	3	51.27	$153.81
9	Toner Cartridge , Black, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN115BK	TN115BK	2	66.94	$133.88
10	Toner Cartridge, PPF2800,2900,3800	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN250	TN250	29	25.53	$740.37
11	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN350	TN350	25	46.22	$1,155.50
12	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN430	TN430	23	46.27	$1,064.21
13	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN460	TN460	24	63.92	$1,534.08
14	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN530	TN540	2	50.77	$101.54

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
15	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN540	TN540	31	52.49	$1,627.19
16	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN550	TN550	9	52.77	$474.93
17	Toner Cartridge, HL1650/1670N	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN560	TN560	10	66.79	$667.90
18	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN570	TN570	75	67.73	$5,079.75
19	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Brother - TN5000PF	TN5000PF	2	25.64	$51.28
20	Toner Cartridge, PG-40, BLACK	1 - Count	U. S. Ink and Toner, Inc.	Canon - 0615B002	0615B002	15	17.38	$260.70
21	Toner Cartridge, CL-41 Tricolor	1 - Count	U. S. Ink and Toner, Inc.	Cannon - 0617B002	0167B002	15	21.24	$318.60
22	Toner Cartridge, FX8	1 - Count	U. S. Ink and Toner, Inc.	Cannon - 8955A001AA	8955A001AA	27	79.93	$2,158.11
23	Toner Cartridge, E40, , Black	1 - Count	U. S. Ink and Toner, Inc.	Cannon - 1491A002AA	1491A002AA	5	123.33	$616.65
24	Toner Cartridge, BC115	1 - Count	U. S. Ink and Toner, Inc.	Cannon - 8190A003	8190A003	7	11.52	$80.64
25	Toner Cartridge, FX-4 Black	1 - Count	U. S. Ink and Toner, Inc.	Cannon - 1558A002AA	1558A002AA	7	62.17	$435.19
26	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T044120	T044120	5	19.88	$99.40
27	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T044220	T044220	6	10.88	$65.28
28	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T044320	T044320	5	10.88	$54.40
29	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T044420	T044420	5	10.88	$54.40
30	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T048120	T018120	7	15.14	$105.98
31	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T048220	T048220	4	10.88	$43.52
32	Toner Cartridge, Magenta	1 - Count	U. S. Ink and Toner, Inc.	Epson - T048320	T048320	11	10.88	$119.68
33	Toner Cartridge, Various Colors	1 - Count	U. S. Ink and Toner, Inc.	EPSON - T048420,48520,48620	T048420,,520,620	6	10.88	$65.28
34	Toner Cartridge, R800, Photo Black	1 - Count	U. S. Ink and Toner, Inc.	Epson - T054120	T054120	2	11.67	$23.34
35	Toner Cartridge, R800, Cyan	1 - Count	U. S. Ink and Toner, Inc.	Epson - T054220	T054220	5	11.67	$58.35
36	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T054320	T054320	3	11.67	$35.01
37	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	Epson - T060120-S	T060120-S	69	16.49	$1,137.81
38	Toner Cartridge, Cyn	1 - Count	U. S. Ink and Toner, Inc.	Epson - T060220-S	T060220-S	26	10.88	$282.88
39	Toner Cartridge, MA	1 - Count	U. S. Ink and Toner, Inc.	Epson - T060320-S	T060320-S	16	10.88	$174.08
40	Toner Cartridge, YW	1 - Count	U. S. Ink and Toner, Inc.	Epson - T060420S	T060420-S	25	10.88	$272.00
41	Toner Cartridge, Multicolor	1 - Count	U. S. Ink and Toner, Inc.	Epson - T060520S	T060520-S	40	10.88	$435.20
42	Toner Cartridge, Black Photo	1 - Count	U. S. Ink and Toner, Inc.	Epson - T079120	T079120	4	16.27	$65.08
43	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T079220	T078220	2	16.27	$32.54
44	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T079320	T079320	3	16.27	$48.81
45	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Epson - T079420	T079420	3	16.27	$48.81
46	Toner Cartridge, Lt.Cyan	1 - Count	U. S. Ink and Toner, Inc.	EPSON - T079520	T079520	3	16.27	$48.81
47	Toner Cartridge, Lt. Magenta	1 - Count	U. S. Ink and Toner, Inc.	Epson - T079620	T079620	3	16.27	$48.81
48	Toner Cartridge, CX4400, CX7400 Black	1 - Count	U. S. Ink and Toner, Inc.	EPSON - T088120-S	T088120-S	7	15.92	$111.44
49	Toner Cartridge, RX700, Black	1 - Count	U. S. Ink and Toner, Inc.	Epson - T559120	T559120	2	11.67	$23.34
50	Toner Cartridge, RX700 Various Colors	1 - Count	U. S. Ink and Toner, Inc.	Epson - T559220,320,420,520	T559220,320,420,520	6	11.67	$70.02
51	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 51629A	51629A	2	26.83	$53.66
52	Toner Cartridge, Black, DJ/DW 300	1 - Count	U. S. Ink and Toner, Inc.	HP - 51633M	51633M	4	22.42	$89.68
53	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 51641A	51641A	2	27.33	$54.66
54	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 51645A	51645A	657	24.60	$16,162.20
55	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 51649A	51649A	2	24.97	$49.94

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
56	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 92298A	92298A	10	76.28	$762.80
57	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - 92298X	92298X	4	79.47	$317.88
58	Toner Cartridge, HP INK 74, Vivera	1 - Count	U. S. Ink and Toner, Inc.	HP - CB335WN#140	CB335WN	47	12.98	$610.06
59	Toner Cartridge, HP 74XL, Vivera Blk	1 - Count	U. S. Ink and Toner, Inc.	HP - CB336WN#140	CB336WN	9	24.73	$222.57
60	Toner Cartridge, 75, Vivera, Tri-color	1 - Count	U. S. Ink and Toner, Inc.	HP - CB337WN#140	CB337WN	46	8.98	$413.08
61	Toner Cartridge, 75XL, Large, Tri-color	1 - Count	U. S. Ink and Toner, Inc.	HP - CB338WN#140	CB338WN	2	24.83	$49.66
62	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CB436A	CB436A	42	66.83	$2,806.86
63	Toner Cartridge, M1319F	1 - Count	U. S. Ink and Toner, Inc.	HP - CB536A#ABA	CB536A	1	23.27	$23.27
64	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CB540A	CB540A	2	66.78	$133.56
65	Toner Cartridge, Color	1 - Count	U. S. Ink and Toner, Inc.	HP - CB541A,CB542A,CB543A	CB541A,542A,543A	3	62.17	$186.51
66	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CC364A	CC364A	1	142.53	$142.53
67	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CC530A	CC530A	2	102.58	$205.16
68	Toner Cartridge, Various colors	1 - Count	U. S. Ink and Toner, Inc.	HP - CC531A,CC532A,CC533A	CC531A,532A,533A	6	102.48	$614.88
69	Toner Cartridge, #93 Twin Pack,	1 - Count	U. S. Ink and Toner, Inc.	HP - CC581FN#140	CC581FN	2	32.42	$64.84
70	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CC640WN#140	CC640WN	9	14.13	$127.17
71	Toner Cartridge, HP60, Tri-color	1 - Count	U. S. Ink and Toner, Inc.	HP - CC643WN#140	CC643WN	13	16.93	$220.09
72	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - CE505A	CE505A	2	74.37	$148.74
73	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C1823D	C1823A	87	27.33	$2,377.71
74	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C3903A	C3903A	43	64.27	$2,763.61
75	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C3903X	C3903X	3	24.33	$72.99
76	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C3906A	C3906A	4	42.23	$168.92
77	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C3909X	C3909X	3	143.87	$431.61
78	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4092A	C4092A	31	50.92	$1,578.52
79	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4096A	C4096A	4	81.97	$327.88
80	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4127A	C4127A	11	77.73	$855.03
81	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4127X	C4127X	116	102.88	$11,934.08
82	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4129X	C4129X	2	128.93	$257.86
83	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4149A	C4149A	2	66.43	$132.86
84	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4150A	C4150A	2	93.92	$187.84
85	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4150A	C4150A	2	93.92	$187.84
86	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4151A	C4151A	2	93.92	$187.84
87	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4152A	C4152A	2	93.92	$187.84
88	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4153A	C4153A	2	158.78	$317.56
89	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4154A	C4154A	1	346.23	$346.23
90	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4155A	C4155A	2	282.52	$565.04
91	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4182X	C4182X	5	154.63	$773.15
92	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4191A	C4191A	2	53.34	$106.68
93	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4192A	C4192A	2	71.42	$142.84
94	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4193A	C4193A	2	71.42	$142.84
95	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4194A	C4194A	2	71.42	$142.84
96	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4195A	C4195A	2	77.23	$154.46

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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
97	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4429A	C4429A	2	33.44	$66.88
98	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4800A	C4800A	2	32.53	$65.06
99	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4801A	C4801A	2	32.53	$65.06
100	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4802A	C4802A	2	32.53	$65.06
101	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4803A	C4803A	2	32.53	$65.06
102	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4804A	C4804A	2	63.86	$127.72
103	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4805A	C4805A	3	63.86	$191.58
104	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4806A	C4806A	3	63.86	$191.58
105	Toner Cartridge, HP 11 Printhead, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C4810A	C4810A	9	25.37	$228.33
106	Toner Cartridge, HP11, Printhead, Cyan	1 - Count	U. S. Ink and Toner, Inc.	HP - C4811A	C4811A	6	25.87	$155.22
107	Toner Cartridge, HP11, Printhead, MA	1 - Count	U. S. Ink and Toner, Inc.	HP - C4812A	C4812A	4	25.87	$103.48
108	Toner Cartridge, HP11, Printhead , Yw	1 - Count	U. S. Ink and Toner, Inc.	HP - C4813A	C4813A	8	25.87	$206.96
109	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4820A	C4820A	2	122.69	$245.38
110	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4821A	C4821A	2	122.69	$245.38
111	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4822A	C4822A	2	122.69	$245.38
112	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4823A	C4823A	2	122.69	$245.38
113	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4836AN	C4836A	23	26.47	$608.81
114	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4837A	C4837A	31	26.47	$820.57
115	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4838A	C4838A	33	26.47	$873.51
116	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4841A	C4841A	2	30.19	$60.38
117	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4842A	C4842A	2	30.19	$60.38
118	Toner Cartridge, HP2000, Magnta	1 - Count	U. S. Ink and Toner, Inc.	HP - C4343A	C4843A	2	30.19	$60.38
119	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4844A	C4844A	39	27.88	$1,087.32
120	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4846A	C4846A	2	104.92	$209.84
121	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4847A	C4847A	2	104.92	$209.84
122	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4848A	C4848A	2	104.92	$209.84
123	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4871A	C4871A	2	104.92	$209.84
124	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4911A	C4911A	4	30.47	$121.88
125	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4912A	C4912A	4	30.47	$121.88
126	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C4913A	C4913A	2	30.47	$60.94
127	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C5010D	C5010D	17	24.83	$422.11
128	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C5011D	C5011D	10	18.82	$188.20
129	Toner Cartridge, HP3000, Printhead, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C5023A	C5023A	1	67.68	$67.68
130	Toner Cartridge, HP 3000, Various Colors	1 - Count	U. S. Ink and Toner, Inc.	HP - C5024A,C5025A,C5026A	C5024A,25A,26A	3	67.68	$203.04
131	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6578A	C6578A	9	45.73	$411.57
132	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6578D	C6578D	417	27.64	$11,525.88
133	Toner Cartridge, Black, DJ610C	1 - Count	U. S. Ink and Toner, Inc.	HP - C6614D	C6614D	20	26.37	$527.40
134	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6615D	C6615D	174	24.92	$4,336.08
135	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6625A	C6625A	30	26.38	$791.40
136	Toner Cartridge, #19 Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C6628A	C6628A	4	30.43	$121.72
137	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6656A	C6656A	410	15.73	$6,449.30

Toner and Fax Cartridges
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Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
138	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6657A	C6657A	204	24.83	$5,065.32
139	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C6658A	C6658A	54	19.92	$1,075.68
140	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C7115A	C7115A	18	54.27	$976.86
141	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C7115X	C7115X	31	64.89	$2,011.59
142	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8061A	C8061A	15	79.94	$1,199.10
143	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8061X	C8061X	287	102.92	$29,538.04
144	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8543X	C8543X	50	237.88	$11,894.00
145	Toner Cartridge, HP02, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C8721WN	C8721WWN	28	16.37	$458.36
146	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8727A	C8727A	151	14.93	$2,254.43
147	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8728A	C8728A	93	17.79	$1,654.47
148	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8765WN	C8765WN	272	17.63	$4,795.36
149	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8766WN	C8766WN	304	16.28	$4,949.12
150	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C8767WN	C8767WN	588	22.73	$13,365.24
151	Toner Cartridge, HP02, Cyan	1 - Count	U. S. Ink and Toner, Inc.	HP - C8771WN	C8771WN	14	9.34	$130.76
152	Toner Cartridge, HP02, MGM	1 - Count	U. S. Ink and Toner, Inc.	HP - C8772WN	C8772WN	18	9.34	$168.12
153	Toner Cartridge, HP02, YW	1 - Count	U. S. Ink and Toner, Inc.	HP - C8773WN	C8773WN	18	9.34	$168.12
154	Toner Cartridge, HP02, Cyan,	1 - Count	U. S. Ink and Toner, Inc.	HP - C8774WN	C8774WN	14	9.34	$130.76
155	Toner Cartridge, HP02, Mgnta	1 - Count	U. S. Ink and Toner, Inc.	HP - C8775WN	C8775WN	14	9.34	$130.76
156	Toner Cartridge, HP45A, HP78D, Cmbo pkg	1 - Count	U. S. Ink and Toner, Inc.	HP - C8788FN	C8788FN	4	47.87	$191.48
157	Toner Cartridge, 56 Twin Pack,, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9319FN	C9319FN	36	31.23	$1,124.28
158	Toner Cartridge, #57 Twin Pack, Color	1 - Count	U. S. Ink and Toner, Inc.	HP - C9320FN	C9320FN	25	49.48	$1,237.00
159	Toner Cartridge, HP 56A & 57A, Cmbo pack	1 - Count	U. S. Ink and Toner, Inc.	HP - C9321FN	C9321FN	1	40.82	$40.82
160	Toner Cartridge, HP27A/28A, Cmbo Pack	1 - Count	U. S. Ink and Toner, Inc.	HP - C9323FN	C9323FN	2	33.27	$66.54
161	Toner Cartridge, Pack #14, Twin, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9330FN	C9330FN	3	30.58	$91.74
162	Toner Cartridge, HP96 BLACK, Twin Pack,	1 - Count	U. S. Ink and Toner, Inc.	HP - C9348FN	C9348FN	8	45.27	$362.16
163	Toner Cartridge, HP97 Tri-color, Twin Pkg	1 - Count	U. S. Ink and Toner, Inc.	HP - C9349FN	C9349FN	12	48.97	$587.64
164	Toner Cartridge, #94 Black, Twin Pack	1 - Count	U. S. Ink and Toner, Inc.	HP - C9350FN	C9350FN	5	34.53	$172.65
165	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9351A	C9351A	17	12.99	$220.83
166	Toner Cartridge, HP22 Tri-Color,	1 - Count	U. S. Ink and Toner, Inc.	HP - C9352A	C9352A	79	14.97	$1,182.63
167	Toner Cartridge, HP#93, Tri-color	1 - Count	U. S. Ink and Toner, Inc.	HP - C9361WN	C9361WN	58	17.62	$1,021.96
168	Toner Cartridge, HP 92, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9362WN	C9362WN	51	12.63	$644.13
169	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9363WN	C9363WN	401	23.97	$9,611.97
170	Toner Cartridge, HP98, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9364WN	C9364WN	141	17.39	$2,451.99
171	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9369WN	C9369WN	56	18.94	$1,060.64
172	Toner Cartridge, Printhead,HP88, BK/YW	1 - Count	U. S. Ink and Toner, Inc.	HP - C9381A	C9381A	7	57.22	$400.54
173	Toner Cartridge, Printhead, HP88, MA/CYN	1 - Count	U. S. Ink and Toner, Inc.	HP - C9382A	C9382A	7	57.22	$400.54
174	Toner Cartridge, HP88, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9385A	C9385A	124	17.63	$2,186.12
175	Toner Cartridge, F/HP88 CYN	1 - Count	U. S. Ink and Toner, Inc.	HP - C9386A	C9386A	2	12.24	$24.48
176	Toner Cartridge, F/HP88, MA	1 - Count	U. S. Ink and Toner, Inc.	HP - C9387A	C9387A	4	12.24	$48.96
177	Toner Cartridge, F/HP 88 YW	1 - Count	U. S. Ink and Toner, Inc.	HP - C9388A	C9388A	1	12.24	$12.24
178	Toner Cartridge, HP88, LG, CYAN	1 - Count	U. S. Ink and Toner, Inc.	HP - C9391A	C9391A	118	19.77	$2,332.86

Toner and Fax Cartridges
MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
179	Toner Cartridge, HP88 LG, Magnta	1 - Count	U. S. Ink and Toner, Inc.	HP - C9392A	C9392A	249	19.77	$4,922.73
180	Toner Cartridge, HP88 LG, YW	1 - Count	U. S. Ink and Toner, Inc.	HP - C9393A	C9393A	136	19.77	$2,688.72
181	Toner Cartridge, HP88, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - C9396A	C9396A	81	26.94	$2,182.14
182	Toner Cartridge, HP 92,Black, Twin Pack	1 - Count	U. S. Ink and Toner, Inc.	HP - C9512FN	C9512FN	2	25.19	$50.38
183	Toner Cartridge, HP98,Black, Twin Pack	1 - Count	U. S. Ink and Toner, Inc.	HP - C9514FN	C9514FN	8	33.89	$271.12
184	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9720A	C9720A	10	121.94	$1,219.40
185	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9721A	C9721A	4	164.83	$659.32
186	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9722A	C9722A	6	164.83	$988.98
187	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9723A	C9723A	5	164.83	$824.15
188	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9730A	C9730A	21	185.42	$3,893.82
189	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9731A	C9731A	23	249.37	$5,735.51
190	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9732A	C9732A	23	249.37	$5,735.51
191	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - C9733A	C9733A	24	249.37	$5,984.88
192	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q1338A	Q1338A	154	131.42	$20,238.68
193	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q1339A	Q1339A	6	158.94	$953.64
194	Toner Cartridge, Laser Jet	1 - Count	U. S. Ink and Toner, Inc.	HP - Q1339A	Q1339A	6	158.94	$953.64
195	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2610A	Q2610A	15	98.44	$1,476.60
196	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2612A	Q2612A	140	61.59	$8,622.60
197	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2613A	Q2613A	79	61.98	$4,896.42
198	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2613X	Q2613X	2	73.47	$146.94
199	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2624A	Q2624A	10	60.83	$608.30
200	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2670A	Q2670A	36	114.92	$4,137.12
201	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2671A	Q2671A	26	113.73	$2,956.98
202	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2672A	Q2672A	25	113.73	$2,843.25
203	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2673A	Q2673A	33	113.73	$3,753.09
204	Toner Cartridge, HP, CY	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2681A	Q2681A	5	136.47	$682.35
205	Toner Cartridge, YW & MA	1 - Count	U. S. Ink and Toner, Inc.	HP - Q2682A, Q2683A	Q2682A,Q2683A	8	136.47	$1,091.76
206	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3690A	Q3960A	8	71.98	$575.84
207	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3961A	Q3961A	5	81.59	$407.95
208	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3962A	Q3962A	5	81.59	$407.95
209	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3693A	Q3963A	5	81.59	$407.95
210	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3694A	Q3964A	6	156.15	$936.90
211	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3971A	Q3971A	5	60.97	$304.85
212	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3972A	Q3972A	2	60.97	$121.94
213	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q3973A	Q3973A	2	60.97	$121.94
214	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5942A	Q5642A	24	124.28	$2,982.72
215	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5942X	Q5949X	54	188.77	$10,193.58
216	Toner Cartridge, Laser , 49A, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5949A	Q5949A	59	61.53	$3,630.27
217	Toner Cartridge, Laser Black, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5949X	Q5949X	7	108.24	$757.68
218	Toner Cartridge, Color, LJ, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5950A	Q5950A	30	149.97	$4,499.10
219	Toner Cartridge, Color , LJ , CY	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5951A	Q5951A	18	212.68	$3,828.24

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
220	Toner Cartridge, Color, LJ, YW	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5952A	Q5952A	18	212.68	$3,828.24
221	Toner Cartridge, Color, LJ, MA	1 - Count	U. S. Ink and Toner, Inc.	HP - Q5953A	Q5953A	17	212.68	$3,615.56
222	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6000A	Q6000A	112	64.92	$7,271.04
223	Toner Cartridge, Cyan	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6001A	Q6001A	69	70.27	$4,848.63
224	Toner Cartridge, Color, YW	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6002A	Q6002A	73	70.27	$5,129.71
225	Toner Cartridge, Color, Mgnta	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6003A	Q6003A	70	70.27	$4,918.90
226	Toner Cartridge, Color, LJ, Black	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6470A	Q6470A	112	114.43	$12,816.16
227	Toner Cartridge, Color, LJ, CY	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6471A	Q6471A	37	113.52	$4,200.24
228	Toner Cartridge, Color, LJ, YW	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6472A	Q6472A	39	113.52	$4,427.28
229	Toner Cartridge, Color, LJ, MA	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6473A	Q6473A	26	113.52	$2,951.52
230	Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6511A	Q6511A	4	108.88	$435.52
231	Toner Cartridge, LRS, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	HP - Q6511X	Q6511X	6	168.94	$1,013.64
232	Toner Cartridge, LSR, Black, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	HP - Q7551X	Q7551X	6	187.33	$1,123.98
233	Toner Cartridge, 53A, Bk	1 - Count	U. S. Ink and Toner, Inc.	HP - Q7553A	Q7553A	4	69.92	$279.68
234	Toner Cartridge, Color LJ, Cyn	1 - Count	U. S. Ink and Toner, Inc.	HP - Q7581A	Q7581A	35	142.43	$4,985.05
235	Toner Cartridge, Color LJ, Yw	1 - Count	U. S. Ink and Toner, Inc.	HP - Q7582A	Q7582A	43	142.43	$6,124.49
236	Toner Cartridge, Color LJ, MA	1 - Count	U. S. Ink and Toner, Inc.	HP - Q7583A	Q7583A	46	142.43	$6,551.78
237	Toner Cartridge, HP Ink 75 PVP	1 - Count	U. S. Ink and Toner, Inc.	HP - Q8846A	Q8846A	4	32.67	$130.68
238	Toner Cartridge, CN, C500N	1 - Count	U. S. Ink and Toner, Inc.	LEXMARK - C500S2CG	C500S2CG	1	97.43	$97.43
239	Toner Cartridge, Bk, C500N	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C500S2KG	C500S2KG	1	88.74	$88.74
240	Toner Cartridge, MA, C500N	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C500S2MG	C500S2MG	1	96.98	$96.98
241	Toner Cartridge, Yw, C500N	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C500S2YG	C500S2YG	1	96.98	$96.98
242	Toner Cartridge, Ret. Prog., Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5200KS	C5200KS	3	86.97	$260.91
243	Toner Cartridge, Mag, Ret. Prgm	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5200MS	C5200MS	2	86.97	$173.94
244	Toner Cartridge, Yw, Ret. Prgm	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5200YS	C5200YS	2	86.97	$173.94
245	Toner Cartridge, F/C522/524 Cyn	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5220CS	C5220CS	7	112.94	$790.58
246	Toner Cartridge, F/C522/524 , Bk	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5220KS	C5220KS	7	101.96	$713.72
247	Toner Cartridge, F/C522/524, MA	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5220MS	C5220MS	7	112.94	$790.58
248	Toner Cartridge, F/C522/524, Yw	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5220YS	C5220YS	7	112.97	$790.79
249	Toner Cartridge, CN, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5240CH	C5240CH	3	151.93	$455.79
250	Toner Cartridge, Bk Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5240KH	C5240KH	10	152.37	$1,523.70
251	Toner Cartridge, MA, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5240MH	C5240MH	5	151.93	$759.65
252	Toner Cartridge, Yw, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C5240YH	C5240YH	6	151.93	$911.58
253	Photo cond. Unit, F/C530	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C53030X	C53030X	8	32.43	$259.44
254	Toner Cartridge, CN	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700CH	C7700CH	7	279.68	$1,957.76
255	Toner Cartridge, Cyan	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700CS	C7700CS	5	196.82	$984.10
256	Toner Cartridge, HY, BK	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700KH	C7700KH	8	151.98	$1,215.84
257	Toner Cartridge, BK	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700KS	C7700KS	3	119.94	$359.82
258	Toner Cartridge, MA, HY	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700MH	C7700MH	7	279.68	$1,957.76
259	Toner Cartridge, MA	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700MS	C7700MS	5	196.82	$984.10
260	Toner Cartridge, YW, HY	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700YH	C7700YH	7	279.68	$1,957.76

Toner and Fax Cartridges
MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
261	Toner Cartridge, YW	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C7700YS	C7700YS	4	196.82	$787.28
262	Toner Cartridge, CN	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C780A1CG	C780A1CG	10	196.82	$1,968.20
263	Toner Cartridge, BK	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C780A1KG	C780A1KG	12	119.94	$1,439.28
264	Toner Cartridge, MA	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C780A1MG	C780A1MG	9	196.82	$1,771.38
265	Toner Cartridge, YW	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - C780A1YG	C780A1YG	10	193.82	$1,938.20
266	Toner Cartridge, Black, 3.5k	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - E250A11A	E250A11A	2	89.68	$179.36
267	Toner Cartridge, F/E35, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lex,mark - E352H11A	E352H11A	5	172.83	$864.15
268	Toner Cartridge, #16 Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 10N0016	10N0016	3	23.87	$71.61
269	Toner Cartridge, #26 Color	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 10N0026	10N0026	4	25.42	$101.68
270	Toner Cartridge, #17 MOD yld Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 10N0217	10N0217	3	16.97	$50.91
271	Toner Cartridge, #70 Hi-Res, Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 12A1970	12A1970	21	21.48	$451.08
272	Toner Cartridge, #20 Hi-Res, Color	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 15M0120	15M0120	12	27.14	$325.68
273	Toner Cartridge, PTR, Hi-Res, Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 15M2971	15M2971	10	19.98	$199.80
274	Toner Cartridge Black, X3550, Z816	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18C0032	18C0032	70	18.23	$1,276.10
275	Toner Cartridge, Color, X3550, Z816	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18C0033	18C0033	50	18.67	$933.50
276	Toner Cartridge #32,33 Black, Color Twin Pack	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18C0532	18C0532	20	34.94	$698.80
277	Toner Cartridge, #23 Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18C1523	18C1523	4	16.39	$65.56
278	Toner Cartridge, #24, Tricolor	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18C1524	18C1524	2	17.42	$34.84
279	Toner Cartridge, #44, Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18Y0144	18Y0144	14	20.93	$293.02
280	Toner Cartridge, Photo	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18Y0140	18Y0140	2	19.88	$39.76
281	Toner Cartridge, #43 Tri-Color	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 18Y0143	18Y0143	12	23.88	$286.56
282	Toner Cartridge, Hiyld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 64004HA	64004HA	2	313.83	$627.66
283	Toner Cartridge, yld, Black	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 64015HA	64015HA	4	313.83	$1,255.32
284	Toner Cartridge, Std Yld	1 - Count	U. S. Ink and Toner, Inc.	Lex,mark - 64015SA	64015SA	21	126.94	$2,665.74
285	Toner Cartridge, Black, Hi-yld	1 - Count	U. S. Ink and Toner, Inc.	Lexmark - 64035HA	64035HA	6	313.83	$1,882.98
286	Fax Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Panasonic - KX-P170	KX-P170	5	14.52	$72.60
287	Fax Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Panasonic - UG3313	UG3313	24	113.73	$2,729.52
288	Fax Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Panasonic - UG3350	UG	5	108.87	$544.35
289	Fax Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Panasonic - UG5510	UG5510	3	128.87	$386.61
290	Toner Cartridge Boradband Fax, Black	1 - Count	U. S. Ink and Toner, Inc.	Sharp - UXC80B	UXC80B	10	33.38	$333.80
291	Toner Cartridge, Mgnta, Hi-cap	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1801-00	016-1801-00	2	269.33	$538.66
292	Toner Cartridge, Yw, Hi-cap	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1802-00	016-1802-00	2	269.33	$538.66
293	Toner Cartridge, Black, Hi-cap	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1803-01	016-1803-00	3	123.82	$371.46
294	Toner Cartridge, Cyan , Std	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1804-00	016-1804-00	2	269.33	$538.66
295	Toner Cartridge, Yel, Std.	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1806--00	016-1806-00	2	195.63	$391.26
296	Toner Cartridge, Fuser Roll, PHSR750	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1843-00	016-1843-00	2	73.57	$147.14
297	Toner Cartridge, Waste Toner Cartridge	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1891-00	016-1891-00	3	27.67	$83.01
298	Toner Cartridge,, PHRS 7700, Hicap MA	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1945-00	016-1945-00	2	150.67	$301.34
299	Toner Cartridge, PHRS 7700, Hicap YW	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 016-1946-00	016-1946-00	2	150.67	$301.34
300	Toner Cartridge, PHSR 6250, CYN	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00668	106R00668	3	119.83	$359.49
301	Toner Cartridge, PHSR 6250, MA	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00669	106R00669	1	119.83	$119.83

Toner and Fax Cartridges

MC # 245 - SBI001446 - 4/27/09

Line #	Description	Unit	Vendor name	Manufacturer Name & Item #	Stock & Order #	QTY	Unit Price	Extension
302	Toner Cartridge, PHRS 6250, YW	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00670	106R00670	4	119.83	$479.32
303	Toner Cartridge, PHSR 6250, BK	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00671	106R00671	1	36.82	$36.82
304	Toner Cartridge, PHSR 6250, Hicap, MA	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00673	106R00673	1	197.79	$197.79
305	Toner Cartridge, PHSR 6250, Hicap. BK	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R00675	106R00675	1	62.78	$62.78
306	Toner Cartridge, Waste Container, PH7400	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R01081	106R01081	2	27.24	$54.48
307	Toner Cartridge, Work center, P555/57	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R402	106R402	6	99.94	$599.64
308	Toner Cartridge, Black	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 106R404	106R404	2	33.48	$66.96
309	Toner Cartridge, Drum, Work Center, Pro555/5	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 113R457	113R457	4	118.92	$475.68
310	Fax Copy Cartridge Drum	1 - Count	U. S. Ink and Toner, Inc.	Xerox - 113R459	113R459	1	124.73	$124.73

454,599.51

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: U. S. INK AND TONER, INC. **CID: 29001**

Other name (DBA):
Vendor Number: Owner Code: WM
Commodity: RETAIL TRADE
Firm Type: Division
Certified:
County: Charlotte-Gastonia-Rock Hill, NC: 26.60%
Phone: Fax: EMail:
KnowAs:
Additional Notes:

Company Type:
Vendor
Service

EnteredBy: Doris
DateEntered: 4/20/2009
EditBy: Doris
DateEdit: 4/20/2009

Compliance History

Compliance Date 04/20/2009
Compliace Code D
EOC Number: EOC-VS-0410-14715
Number:
Percent:
Expires: 4/30/2010
Status:
Survey Number: 0

☐ Compliance
☐ Certificate

Last Edited By: doris.vester
Date Last Edited: 4/20/2009
Current

Contacts:

Contact First Name: TED
Contact Last Name: HARTSOCK
Contact Title: PRESIDENT
Contact Phone: 8666368142
Contact Date: 04/20/2009
Contact Notes:

Active Contact
Entered By:
Date Entered:
Last Edited By:
Edit Date:

Mailing Addresses:

Address: PO BOX 6115
MailCity: CHARLOTTE
County:
Entered By:
Date Entered:

Last Edited By:
Edit Date:

ST: NC Zip: 28207
Active Mailing Address

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: U. S. INK AND TONER, INC. **CID:** 29001

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
14856	Office And Clerical	Male	0	0	0	0	1
14856	Office And Clerical	Female	0	0	0	0	1
14856	Officials And Managers	Male	0	0	0	0	2

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICEMAX INCORPORATED DBA OFFICEMAX CONTRACT, I **CID:** 24564

Other name (DBA):
Company Type: Vendor
Vendor Number: Owner Code: WM
Commodity: Office Products
Firm Type: Division
Certified: National Standards
County: National, SM: 27.20%
Phone: 9013625130 Fax: EMail:
KnowAs: EnteredBy:
Additional Notes: ***other Name: Boise Cascade
**old Address:7065 Airways
southaven, Ms. 38671 (601)349-1313
*other Offices Using This #:mp
DateEntered:
EditBy: Enter
DateEdit:

Compliance History

Compliance Date 05/20/2008 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0509-12892
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 5/20/2008
Expires: 5/31/2009 **Current**
Status:
Survey Number: 0

Compliance Date 05/29/2007 ☐ Compliance
Compliace Code C ☐ Certificate
EOC Number: EOC-V-0508-11315
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 5/29/2007
Expires: 5/31/2008 Expired
Status:
Survey Number: 0

Compliance Date 05/17/2006 ☐ Compliance
Compliace Code C ☐ Certificate
EOC Number: EOC-V-0507-10013
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 5/17/2006
Expires: 5/31/2007 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICEMAX INCORPORATED DBA OFFICEMAX CONTRACT, I **CID:** 24564

Compliance Date	05/10/2005		☐ Compliance
Compliace Code	C		☐ Certificate
EOC Number:	EOC-V-0506-08959		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	5/10/2005
Expires:	5/31/2006	Expired	
Status:			
Survey Number:	0		

Compliance Date	05/13/2004		☐ Compliance
Compliace Code	B		☐ Certificate
EOC Number:	EOC-V-0505-07856		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	5/13/2004
Expires:	5/31/2005	Expired	
Status:			
Survey Number:	0		

Compliance Date	02/18/2003		☑ Compliance
Compliace Code	C		☑ Certificate
EOC Number:	EOC-CC-0204-5714		
Number:		Last Edited By:	Dmickens
Percent:		Date Last Edited:	2/18/2003
Expires:	2/29/2004	Expired	
Status:			
Survey Number:	5473		

Contacts:

Contact First Name:		Active Contact	
Contact Last Name:		Entered By:	
Contact Title:	SCOTT KEY, DISTR. SALES MGR.	Date Entered:	
Contact Phone:	9013323371	Last Edited By:	
Contact Date:	05/11/2004	Edit Date:	
Contact Notes:			

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICEMAX INCORPORATED DBA OFFICEMAX CONTRACT, I CID: 24564

Contact First Name:		Inactive Contact	
Contact Last Name:		Entered By:	
Contact Title:		Date Entered:	
Contact Phone:		Last Edited By:	
Contact Date:	05/19/2008	Edit Date:	
Contact Notes:	*PARENT CO.: OFFICEMAX 263 SHUMAN BLVD. NAPERVILLE, IL 60563 (866)881-9633		

Contact First Name:		Inactive Contact	
Contact Last Name:		Entered By:	Legacy Data
Contact Title:		Date Entered:	8/17/2003
Contact Phone:		Last Edited By:	
Contact Date:	05/01/2000	Edit Date:	
Contact Notes:	*OTHER NAME: BOISE CASCADE OFFICE PRODUCTS & BOISE OFFICE SOLUTIONS		

Mailing Addresses:

Address:	3065 NORBROOK DR.		
MailCity:	MEMPHIS	ST: TN	Zip: 38116
County:		Active Mailing Address	
Entered By:		Last Edited By:	
Date Entered:		Edit Date:	

Address:	4380B SWINNEA RD., SUITE 101		
MailCity:	MEMPHIS	ST: TN	Zip: 38118
County:		Inactive Mailing Address	
Entered By:	Legacy Data	Last Edited By:	
Date Entered:	8/17/2003	Edit Date:	

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICEMAX INCORPORATED DBA OFFICEMAX CONTRACT, I **CID:** 24564

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
12742	Officials And Managers	Male	0	0	0	0	2
12742	Operatives (Semi-Skilled)	Male	2	0	0	0	5
12742	Sales Workers	Male	2	0	0	0	3
12742	Sales Workers	Female	1	0	0	0	1

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: INTERNATIONAL OFFICE PRODUCTS, INC. **CID: 28250**

Other name (DBA):
Company Type: Vendor
Vendor Number: Owner Code: WF
Commodity: OFFICE PRODUCTS
Firm Type: Independent
Certified:
County: NASHVILLE-DAVIDSON-MURFREESBOR, TN: 19.90%
Phone: Fax: EMail:
KnowAs:
Additional Notes:

EnteredBy: Enter
DateEntered: 8/6/2008
EditBy: Doris
DateEdit: 8/6/2008

Compliance History

Compliance Date 08/06/2008
Compliace Code D
EOC Number: EOC-V-0809-13297
Number:
Percent:
Expires: 8/31/2009
Status:
Survey Number: 0

☐ Compliance
☐ Certificate

Last Edited By: doris.vester
Date Last Edited: 8/6/2008
Current

Contacts:

Contact First Name:
Contact Last Name:
Contact Title: SHERRIE JENKINS, PRES.
Contact Phone: 6155787988
Contact Date: 08/06/2008
Contact Notes:

Active Contact
Entered By:
Date Entered:
Last Edited By:
Edit Date:

Contact First Name:
Contact Last Name:
Contact Title:
Contact Phone:
Contact Date: 08/06/2008
Contact Notes: *OTHER OFFICES USING THIS #: SAME AS ABOVE

Inactive Contact
Entered By:
Date Entered:
Last Edited By:
Edit Date:

Mailing Addresses:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: INTERNATIONAL OFFICE PRODUCTS, INC. **CID:** 28250

Mailing Addresses:

Address: 3916 CLARKSVILLE PIKE

MailCity: NASHVILLE ST: TN Zip: 37218

County: Active Mailing Address

Entered By: Last Edited By:

Date Entered: Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: INTERNATIONAL OFFICE PRODUCTS, INC. **CID:** 28250

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
13187	Officials And Managers	Male	0	0	0	1	0
13187	Officials And Managers	Female	0	0	0	0	1
13187	Sales Workers	Male	1	0	0	0	1
13187	Sales Workers	Female	0	1	0	0	1
13187	Technicians	Male	0	0	0	0	1

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: CORPORATE EXPRESS, A STAPLES COMPANY **CID:** 17396

Other name (DBA):
Company Type: Vendor
Vendor Number:
Owner Code: WM
Commodity: Office Supplies
Firm Type: Division
Certified:
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: 901-365-1249
Fax:
EMail:
KnowAs:
EnteredBy:
Additional Notes: *mailed Eoc Packet 11/13/01 Attn: Dan Morrow
DateEntered:
EditBy: Enter
DateEdit:

Compliance History

Compliance Date 07/25/2008
Compliance
Compliace Code A
Certificate
EOC Number: EOC-V-0709-13230
Number:
Last Edited By: doris.vester
Percent:
Date Last Edited: 7/25/2008
Expires: 7/31/2009
Current
Status:
Survey Number: 0

Compliance Date 07/17/2007
Compliance
Compliace Code A
Certificate
EOC Number: EOC-V-0708-11607
Number:
Last Edited By: doris.vester
Percent:
Date Last Edited: 7/17/2007
Expires: 7/31/2008
Expired
Status:
Survey Number: 0

Compliance Date 07/31/2006
Compliance
Compliace Code A
Certificate
EOC Number: EOC-V-0707-10249
Number:
Last Edited By: doris.vestermickens
Percent:
Date Last Edited: 7/31/2006
Expires: 7/31/2007
Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: CORPORATE EXPRESS, A STAPLES COMPANY **CID:** 17396

Compliance Date	07/06/2005		☐ Compliance
Compliace Code	A		☐ Certificate
EOC Number:	EOC-V-0706-09165		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	7/6/2005
Expires:	7/31/2006	Expired	
Status:			
Survey Number:	0		

Compliance Date	05/24/2004		☐ Compliance
Compliace Code	A		☐ Certificate
EOC Number:	EOC-V-0505-07864		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	5/24/2004
Expires:	5/31/2005	Expired	
Status:			
Survey Number:	0		

Compliance Date	02/14/2003		☑ Compliance
Compliace Code	A		☑ Certificate
EOC Number:	EOC-CC-0204-5695		
Number:		Last Edited By:	Dmickens
Percent:		Date Last Edited:	2/14/2003
Expires:	2/29/2004	Expired	
Status:			
Survey Number:	5458		

Contacts:

Contact First Name:		Active Contact	
Contact Last Name:		Entered By:	Legacy Data
Contact Title:	DAN MORROW, ACCT. MGR.	Date Entered:	8/17/2003
Contact Phone:	9013651249	Last Edited By:	
Contact Date:	02/14/2003	Edit Date:	
Contact Notes:			

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: CORPORATE EXPRESS, A STAPLES COMPANY **CID:** 17396

Contact First Name:		Inactive Contact	
Contact Last Name:		Entered By:	
Contact Title:		Date Entered:	
Contact Phone:		Last Edited By:	
Contact Date:	07/01/2005	Edit Date:	
Contact Notes:	PARENT CO.: CORPORATE EXPRESS, INC. ONE ENVIRONMENTAL WAY BROOMFIELD, CO, 80021 BROOMFIELD COUNTY (303)664-2000		

Mailing Addresses:

Address:	4575 PLEASANT HILL RD., #104				
MailCity:	MEMPHIS		ST:	TN	Zip: 38118
County:			Active Mailing Address		
Entered By:	Legacy Data	Last Edited By:			
Date Entered:	8/17/2003	Edit Date:			

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: CORPORATE EXPRESS, A STAPLES COMPANY **CID:** 17396

Parent Company Information

CID: 17396 Company Type:

Company Name: CORPORATE EXPRESS, A STAPLES COMPANY

Other name (DBA):

Vendor Number:

Owner Code: WM

Commodity: Office Supplies

FirmType: 2

Certified: ☐ Renewal? Renewal Date:

County: MEMPHIS-TN-AR-MS, TN: 42.90%

Phone: 901-365-1249 Fax: EMail:

KnowAs:

Parent Notes:

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
13107	Craftsworkers (Skilled)	Male	4	0	0	1	0
13107	Office And Clerical	Male	1	0	0	0	3
13107	Office And Clerical	Female	3	0	0	0	10
13107	Officials And Managers	Male	6	0	0	0	5
13107	Officials And Managers	Female	0	0	0	0	2
13107	Operatives (Semi-Skilled)	Male	30	0	0	1	9
13107	Operatives (Semi-Skilled)	Female	12	0	0	0	0
13107	Professionals	Male	0	0	0	0	5
13107	Professionals	Female	1	0	0	0	3
13107	Sales Workers	Male	1	0	0	0	1
13107	Sales Workers	Female	1	0	0	0	15

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: American Paper And Twine Co. **CID:** 16818

Other name (DBA):
Vendor Number: Owner Code: WM
Company Type: Vendor
Commodity: Distribution
Firm Type: Independent
Certified: Eoc-Cc-1198-28
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: 901-542-0090 Fax: EMail:
KnowAs:
Additional Notes:
EnteredBy:
DateEntered:
EditBy: Doris
DateEdit:

Compliance History

Compliance Date 02/06/2009 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0210-14196
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 2/6/2009
Expires: 2/28/2010 **Current**
Status:
Survey Number: 0

Compliance Date 02/04/2008 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0209-12327
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 2/4/2008
Expires: 2/28/2009 Expired
Status:
Survey Number: 0

Compliance Date 01/22/2007 ☐ Compliance
Compliace Code B ☐ Certificate
EOC Number: EOC-V-0108-10687
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 1/22/2007
Expires: 1/31/2008 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: American Paper And Twine Co. **CID:** 16818

Compliance Date	01/10/2006		☐ Compliance
Compliace Code	B		☐ Certificate
EOC Number:	EOC-V-0107-09636		
Number:		Last Edited By:	Doris.VesterMicken
Percent:		Date Last Edited:	1/10/2006
Expires:	1/31/2007	Expired	
Status:			
Survey Number:	0		

Compliance Date	01/07/2005		☐ Compliance
Compliace Code	A		☐ Certificate
EOC Number:	EOC-V-0106-08592		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	1/7/2005
Expires:	1/31/2006	Expired	
Status:			
Survey Number:	0		

Compliance Date	01/13/2004		☐ Compliance
Compliace Code	A		☐ Certificate
EOC Number:	EOC-V-0105-07373		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	1/13/2004
Expires:	1/31/2005	Expired	
Status:			
Survey Number:	0		

Compliance Date	12/05/2002		☑ Compliance
Compliace Code	A		☑ Certificate
EOC Number:	EOC-CC-1203-5466		
Number:		Last Edited By:	Dmickens
Percent:		Date Last Edited:	12/5/2002
Expires:	12/31/2003	Expired	
Status:			
Survey Number:	5221		

Contacts:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: American Paper And Twine Co. **CID: 16818**

Contact First Name:		Active Contact	
Contact Last Name:		Entered By:	Legacy Data
Contact Title:	Richard J. Eiseman, Jr., Gen Mgr.	Date Entered:	8/17/2003
Contact Phone:	9015420090	Last Edited By:	
Contact Date:	11/04/1998	Edit Date:	
Contact Notes:			

Mailing Addresses:

Address:	5872 Advantage Cove		
MailCity:	Memphis	ST: TN	Zip: 38141
County:		Active Mailing Address	
Entered By:		Last Edited By:	
Date Entered:		Edit Date:	

Address:	4569 West Distriplex		
MailCity:	Memphis	ST: Tn	Zip: 38118
County:		Inactive Mailing Address	
Entered By:	Legacy Data	Last Edited By:	
Date Entered:	8/17/2003	Edit Date:	

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: American Paper And Twine Co. **CID:** 16818

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
14241	Office And Clerical	Male	0	0	0	0	1
14241	Office And Clerical	Female	1	0	0	0	6
14241	Officials And Managers	Male	0	0	0	0	4
14241	Operatives (Semi-Skilled)	Male	17	0	0	1	4
14241	Sales Workers	Male	0	0	0	0	3
14241	Sales Workers	Female	0	0	0	0	3
14241	Technicians	Male	0	0	0	0	1

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: AMERICAN BUSINESS SUPPLIES, INC. **CID:** 26365

Other name (DBA):
Company Type: Vendor
Vendor Number: Owner Code: WM
Commodity: BUSINESS PRODUCTS
Firm Type: Independent
Certified:
County: MEMPHIS-TN-AR-MS, TN: 42.90%
Phone: Fax: EMail:
KnowAs:
Additional Notes:

EnteredBy: Enter
DateEntered: 10/4/2004
EditBy: Enter
DateEdit: 10/4/2004

Compliance History

Compliance Date 03/10/2009 ☐ Compliance
Compliace Code D ☐ Certificate
EOC Number: EOC-V-0310-14443
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 3/10/2009
Expires: 3/31/2010 **Current**
Status:
Survey Number: 0

Compliance Date 03/26/2008 ☐ Compliance
Compliace Code D ☐ Certificate
EOC Number: EOC-V-0309-12582
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 3/26/2008
Expires: 3/31/2009 Expired
Status:
Survey Number: 0

Compliance Date 03/23/2007 ☐ Compliance
Compliace Code D ☐ Certificate
EOC Number: EOC-V-0308-10947
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 3/23/2007
Expires: 3/31/2008 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: AMERICAN BUSINESS SUPPLIES, INC. **CID:** 26365

Compliance Date	10/07/2005		☐ Compliance
Compliace Code	D		☐ Certificate
EOC Number:	EOC-V-1006-09399		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	10/7/2005
Expires:	10/31/2006	Expired	
Status:			
Survey Number:	0		

Compliance Date	10/04/2004		☐ Compliance
Compliace Code	D		☐ Certificate
EOC Number:	EOC-V-1005-08300		
Number:		Last Edited By:	dmickens
Percent:		Date Last Edited:	10/4/2004
Expires:	10/31/2005	Expired	
Status:			
Survey Number:	0		

Contacts:

Contact First Name:		Active Contact
Contact Last Name:		Entered By:
Contact Title:	CHUCK H. TAYLOR, PRES.	Date Entered:
Contact Phone:	9013858200	Last Edited By:
Contact Date:	10/04/2004	Edit Date:
Contact Notes:		

Contact First Name:		Inactive Contact
Contact Last Name:		Entered By:
Contact Title:		Date Entered:
Contact Phone:		Last Edited By:
Contact Date:	01/22/2009	Edit Date:
Contact Notes:	*OTHER NAME: AMERICAN BUSINESS SOLUTIONS	

Contact First Name:		Inactive Contact
Contact Last Name:		Entered By:
Contact Title:		Date Entered:
Contact Phone:		Last Edited By:
Contact Date:	03/22/2007	Edit Date:
Contact Notes:	*PARENT CO.: AMERICAN BUSINESS SUPPLIES, INC. SAME AS ABOVE	

Mailing Addresses:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: AMERICAN BUSINESS SUPPLIES, INC. **CID:** 26365

Mailing Addresses:

Address: 7560 A.E. BEATY, SUITE 1

MailCity: MEMPHIS ST: TN Zip: 38133-3966

County: Active Mailing Address

Entered By: Last Edited By:

Date Entered: Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: AMERICAN BUSINESS SUPPLIES, INC. **CID:** 26365

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
14520	Laborers (Unskilled)	Male	0	0	0	0	1
14520	Office And Clerical	Male	0	0	0	0	1
14520	Office And Clerical	Female	0	0	0	0	3
14520	Officials And Managers	Male	0	0	0	0	2
14520	Officials And Managers	Female	0	0	0	0	1
14520	Sales Workers	Male	0	0	0	0	4
14520	Technicians	Male	0	0	0	0	2

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICE DEPOT, INC. **CID: 17276**

Other name (DBA):
Company Type: Vendor
Vendor Number: Owner Code: WM
Commodity: Sales - Office Supplies
Firm Type: Division
Certified: National Standards
County: National, SM: 27.20%
Phone: 6152563292 Fax: EMail:
KnowAs:
EnteredBy:
Additional Notes: **old Address: 2200 Old Germantown Rd. Delray Beach, Fl 33445 Ph#:(901)383-7228
*old Address: P.O. Box 551 Collierville, Tn
DateEntered:
EditBy: Enter
DateEdit:

Compliance History

Compliance Date 02/23/2009 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0210-14349
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 2/23/2009
Expires: 2/28/2010 **Current**
Status:
Survey Number: 0

Compliance Date 05/29/2007 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0508-11316
Number: Last Edited By: doris.vester
Percent: Date Last Edited: 5/29/2007
Expires: 5/31/2008 Expired
Status:
Survey Number: 0

Compliance Date 05/16/2006 ☐ Compliance
Compliace Code A ☐ Certificate
EOC Number: EOC-V-0507-10010
Number: Last Edited By: doris.vestermickens
Percent: Date Last Edited: 5/16/2006
Expires: 5/31/2007 Expired
Status:
Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICE DEPOT, INC. **CID:** 17276

Compliance Date 07/03/2003 ☑ Compliance
Compliace Code A ☑ Certificate
EOC Number: EOC-CC-0704-6254
Number: Last Edited By: Dmickens
Percent: Date Last Edited: 7/3/2003
Expires: 7/31/2004 Expired
Status:
Survey Number: 6038

Contacts:

Contact First Name:
Contact Last Name:
Contact Title: DORIT BOXER, TERR. DEV. MGR.
Contact Phone: 5614384800
Contact Date: 06/30/2003
Contact Notes:

Active Contact
Entered By: Legacy Data
Date Entered: 8/17/2003
Last Edited By:
Edit Date:

Contact First Name:
Contact Last Name:
Contact Title:
Contact Phone:
Contact Date: 02/25/1999
Contact Notes:

Inactive Contact
Entered By: Legacy Data
Date Entered: 8/17/2003
Last Edited By:
Edit Date:

Mailing Addresses:

Address: P.O. BOX 633211
MailCity: CINCINNATI ST: OH Zip: 45263
County: Active Mailing Address
Entered By: Last Edited By:
Date Entered: Edit Date:

Address: 2200 Old Germantown Rd.
MailCity: Delray Beach ST: Fl Zip: 33445
County: Inactive Mailing Address
Entered By: Last Edited By:
Date Entered: Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 **TONER CARTRIDGES, PRINTER, AND FAX**

Company Name: OFFICE DEPOT, INC. **CID:** 17276

Mailing Addresses:

Address: 28 Lea Ave.
MailCity: Nashville ST: TN Zip: 37210
County: Inactive Mailing Address
Entered By: Legacy Data Last Edited By:
Date Entered: 8/17/2003 Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I001446 TONER CARTRIDGES, PRINTER, AND FAX

Company Name: OFFICE DEPOT, INC. **CID:** 17276

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
14390	Craftsworkers (Skilled)	Male	14	2	13	38	61
14390	Laborers (Unskilled)	Male	1,577	99	794	977	1,120
14390	Laborers (Unskilled)	Female	699	52	481	630	456
14390	Office And Clerical	Male	70	2	16	40	135
14390	Office And Clerical	Female	408	11	61	106	555
14390	Officials And Managers	Male	623	43	213	621	3,798
14390	Officials And Managers	Female	424	28	105	429	2,182
14390	Operatives (Semi-Skilled)	Male	33	3	7	33	149
14390	Operatives (Semi-Skilled)	Female	9	0	2	10	26
14390	Professionals	Male	78	7	100	89	643
14390	Professionals	Female	95	3	25	68	397
14390	Sales Workers	Male	2,037	221	613	1,608	6,920
14390	Sales Workers	Female	2,021	172	360	1,403	5,261
14390	Service Workers	Male	24	0	0	9	12
14390	Service Workers	Female	34	1	0	3	2
14390	Technicians	Male	2	0	0	0	5
14390	Technicians	Female	15	0	1	3	9

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Budget and Finance

For Commission Action on (date) June 1, 2009

A RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT. Sponsored by Commissioner Deidre Malone.

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: Trustee

APPROVAL:

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

Elected Official: Paul Mattila 545-4802 PM 5-6-09 __________
(Type your name & phone #.) (Initials) (Date)

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

Finance Dept.: Michael A. Swift 545-4449 MAS 5/7/09 __________
(Type your name & phone #.) (Initials) (Date)

County Attorney: Thomas Williams 545-4749 TW 5-6-09 _______________
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: James Huntzicker 545-4514 [illegible] 5/8/09 _____
(Type your name & phone #.) (Initials) (Date)

ITEM NO: _____ PREPARED BY: Gordon Crisp

APPROVED BY: _____

A RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT. Sponsored by Commissioner Deidre Malone.

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds $100, less a proportionate share of the cost of administering the program; and

WHEREAS, Shelby County Trustee and/ or its Agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for report year ending December 31, 2006; and

WHEREAS ; Shelby County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year: and

WHEREAS; it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That Shelby County requests the State Treasurer to pay the unclaimed balance of funds remitted for 2006 report year to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

SUMMARY SHEET

I. Description of Item

Resolution to request unclaimed balance of accounts remitted to State Treasurer under the Unclaimed Property Act.

II. Source and Amount of Funding

An undetermined amount of funds will be received from the Tennessee Department of Unclaimed Property that represents the remaining unclaimed property from the 2006 reporting year from all Shelby County reporting entities.

III. Contract Items

None

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

SUMMARY

I. Description of Item

The County Commission established countywide accounting policies with the adoption of Resolution No. 21 on April 25, 1988 and said policies were amended by Resolution No. 19 on June 26, 1989, Resolution No. 17 on April 26, 1993 and Resolution No. 51 on April 12, 2004. In conjunction with implementing our new financial system, we are modifying our revenue and expenditure line items to be more consistent with current recommended practices. This resolution amends our accounting policies to provide for this modification of the line items for revenue and Expenditures/Expenses/Transfers. It also makes minor changes to be consistent with recent accounting pronouncements.

II. Sources and Amount of Funding

Not applicable

III. Contract Items

Not applicable

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of the resolution.

Item # _____ Prepared by Mike Swift

Approved by Brian Kuhn
County Attorney

RESOLUTION ESTABLISHING AMENDED ACCOUNTING POLICIES AND CLASSIFICATIONS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. SPONSORED BY COMMISSIONER J. W. GIBSON.

WHEREAS, Article III Section 3.03 (F) of the Home Rule Charter requires the Mayor to maintain the accounting systems of Shelby County Government in accordance with generally accepted, accounting principles (GAAP) applicable to governmental entities; and

WHEREAS, The County Commission established countywide accounting policies with the adoption of Resolution No. 21 on April 25, 1988 and said policies were further amended by Resolution No. 19 on June 26, 1989, Resolution No. 17 on April 26, 1993 and Resolution No. 51 on April 12, 2004; and

WHEREAS, The Administration desires to update specific accounting policies based on current generally accepted accounting principles as standard for all Elected Officials, Boards and Agencies that are a part of Shelby County Government.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the accounting policies in Exhibit A, which is attached and incorporated herein by reference are hereby approved and adopted to he effective for the fiscal year beginning July 1, 2009.

BE IT FURTHER RESOLVED, That each Elected Official; Board and Agency are hereby directed to adhere to these policies and accounting classifications when maintaining the finance records and preparing the comprehensive annual financial report of Shelby County Government for the fiscal year beginning July 1, 2009 and each fiscal year thereafter.

_____
A C Wharton, Jr.
County Mayor

Date_____

_____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

EXHIBIT A
SHELBY COUNTY GOVERNMENT
ACCOUNTING POLICIES

1. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

Shelby County Government will maintain its financial records and financial reporting in accordance with generally accepted accounting principles applicable to governmental entities in the United States of America as required by Article III Section 3.03F of the Shelby County Charter. The accounting policies herein are intended to supplement these accounting principles and should any of these policies ever conflict with such accounting principles, the accounting principles shall take precedence over these accounting policies. The Governmental Accounting Standards Board (GASB) establishes generally accepted accounting principles applicable to governmental entities. GASB Statement 20 provides governments the option to apply all Financial Accounting Standards Board statements and interpretations issued after November 30, 1989, except for those that conflict with or contradict GASB pronouncements. Shelby County has elected not to apply these FASB pronouncements.

2. CASH, CASH EQUIVALENTS AND INVESTMENTS

Investments and equity in pooled investments are stated at their related fair market values. The County pools substantially all of its cash, cash equivalents, investments and accrued interest receivable. Each fund participating in the investment pool owns a pro rata share in the pool. Investment income of the pool is allocated to the various funds based upon average investment balances.

3. INVENTORIES

Expendable supplies held by governmental funds are recorded as expenditures at the time such items are purchased and are not reflected as inventories because the amount of these supplies is insignificant. Inventories of business type funds are stated at cost generally on a first-in first-out basis - or market, whichever is lower, and are charged to operations when consumed.

4. INTERFUND ACTIVITES

Reciprocal interfund activity (exchange or exchange-like transactions), except interfund loans, is accounted for as fund revenues and expenditures or expenses (as appropriate). Interfund loans are accounted for as assets and liabilities and this activity is not reported in the statement of revenues and expenditures/expenses. Transactions which constitute reimbursements of a fund for expenditures, or expenses initially made from the fund which are properly applicable to another fund are recorded as expenditures or expenses (as appropriate) in the reimbursing fund and as reductions of expenditures or expenses in the fund that is reimbursed.

All inter fund transactions except loan/advances, reciprocal transactions, and reimbursements are accounted for as transfers.

5. CAPITAL ASSETS

Capital assets purchased for general governmental purposes are recorded as expenditures in the governmental funds and recorded at cost in the Countywide Statement of Net Assets. Contributed assets are recorded at fair market value at the time of receipt. Infrastructure assets, principally, roads, bridges, curbs, gutters, streets, sidewalks, drainage systems, and lighting systems have been recorded retroactive to July 1, 1980.

Property and equipment of the proprietary funds (Enterprise and Internal Service Funds) are reported as assets of the funds rather than as expenses and are stated at cost or estimated cost. Depreciation expense on the capital assets is reported in the proprietary funds.

Depreciation for all applicable capital assets is charged as an expense to operations in the Countywide Statement of Activities. Accumulated depreciation is reported as a reduction of capital assets. Depreciation is provided over the estimated useful lives of the assets using the straight-line method of computing depreciation based on useful lives as follows:

Land improvements	10 - 30 years
Buildings	30 - 40 years
Equipment	3 - 20 years
Infrastructure	10 – 50 years

6. COMPENSATED ABSENCES

County employees are granted sick and annual leave in varying amounts in accordance with administrative policies and union memorandums of understanding. Accumulated vacation days are required to be used within eighteen months. In the event of termination or retirement, the employees are reimbursed for accumulated vacation days. Generally, employees not on the Executive Salary Schedule are compensated for accumulated sick leave, not to exceed 75 days, upon retirement. The amount of such payment is calculated on a maximum base salary of $20,000 per year. Certain exceptions to this policy occur in accordance with the terms of various union contracts.

Amounts paid for sick and annual leave are recorded in current salary expenditures or the Governmental Funds. In the Countywide Financial Statements and the business activities type funds, sick and annual leave obligations are recorded as expenses when such obligations accrue to the benefit of the employees.

7. CLAIMS AND JUDGMENTS

Claims and judgments, which can be reasonably estimated and could result in probable material losses to the county, should be given proper recognition under generally accepted accounting principles. For governmental type funds, the liability is recognized within the applicable fund if

expected to be liquidated with expendable, available financial resources. All other material unpaid claims and judgments not to be liquidated with expendable, available financial resources are inventoried and recorded as a liability and expense in the Countywide Financial Statements. In business type funds, probable and measurable loss contingencies are recorded as incurred within the applicable fund.

8. ENCUMBRANCES

Encumbrance accounting - under which purchase orders, contracts, and other commitments for the expenditures of funds expected to be liquidated with current resources are recorded in order to reserve that portion of the applicable appropriation - is utilized during the year to facilitate effective budgetary control. Unencumbered appropriations lapse at the end of each fiscal year, with encumbrances outstanding at the end of each year being reported as "Reserved for Encumbrances" in the fund equity section of the appropriated fund's balance sheet or the amount outstanding may be disclosed in the notes to the financial statements.

Encumbrances outstanding at year-end represent the estimated amount of expenditures ultimately to result if unperformed purchase orders, contracts and other commitments in process at year-end are completed. For the General Fund and Enterprise Funds, purchase orders outstanding at year-end for supplies or services and any other purchase orders for less than $5,000 are considered to be expenditures of the year received and are not considered encumbrances under this policy. To be considered an encumbrance the acquisition or service should be in process as of year-end. Encumbrances outstanding at year-end do not constitute expenditures or liabilities but are treated as reservations of the appropriate fund's equity.

Therefore, the budget associated with each encumbrance outstanding at year-end will be reduced and a corresponding increase will be made to the next year's budget, without specific administrative or legislative approval required for either fiscal year. The year-end budgetary adjustment shall be to reduce each expenditure account budget, by the amount of the encumbrance, with an offset as a reduction in the planned change in fund balance. To the extent that encumbrances are funded by outside sources (such as grants or other reimbursements that are not recognized as revenue until an expenditure is incurred) the offset adjustment shall be to that outside source revenue instead of planned use of fund balances.

The next year's budgetary adjustment shall be to increase each expenditure account budget and each funding source (outside source tied to encumbrance or planned change in fund balance) in the same amount as the prior year reduction. The affect of this process is to carry forward encumbrances and related budgets and to recognize the expenditure in the subsequent fiscal year when the liability is incurred. Should any encumbrance be cancelled, the budget shall be reduced by the remaining amount of such encumbrance.

9. COMPONENTS OF NET ASSETS AND FUND BALANCE

Restrictions, reserves, designation and other components of net assets and fund balance are determined in accordance with generally accepted governmental accounting principles. Generally, restrictions and reserves are legal limitations regarding the use of the balances.

Reserves may include encumbrances to fund future commitments for outstanding purchase orders and outstanding contracts as defined above in the General Fund and Special Revenue Funds other than the Grants Fund. In the various funds, reserves are legal commitments beyond the specific purpose of the fund.

10. BUDGETS

In accordance with Article III, Sections 3.03B, 3,03C, 3.03F and 3.07 of the Shelby County Charter, the Mayor shall annually submit to the County Commission a budget for all offices and operations of County Government including a Capital Improvement Program and a Debt Service budget, provided, however, that no budget shall be required or submitted for any fund which serves as an insurance type of fund. This policy does not require the approval of or specific adherence to any budget of any organization, which may be deemed to be independent or quasi-independent but still defined by generally accepted accounting principles as a part of Shelby County Government for financial reporting purposes.

In accordance with generally accepted accounting principles and the Shelby County Charter, a presentation indicating budgetary compliance as part of the general purpose financial statements is required for all governmental funds for which annual budgets are adopted. The Shelby County Charter provides that expenditures may not exceed appropriations by line item at the department level. For purposes of budgetary compliance, the following line items shall be deemed to exist in all departments and defined as follows:

REVENUES	EXPENDITURES/EXPENSES/TRANFERS
Property Taxes	Salaries-Regular Pay
Other Local Taxes	Salaries-Other Compensation
Intergovernmental - State	Fringe Benefits
Intergovernmental - Federal & Local	Salary Restriction
Charges for Services	Supplies & Materials
Fines, Fees and Permits	Services & Other Expenses
Investment Income	Professional and Contracted Services
Internal Service Fund Charges	Rent, Utilities & Maintenance
Other Revenue	Interfund Services
	Capital Asset Acquisitions
	Depreciation
	Debt Service & Related Costs
	Affiliated Organizations
	Grants
	Contingencies & Restrictions
	Operating Transfers In
	Operating Transfers Out
	Other Financing Sources & Uses
	Planned Change in Fund Balance

EXHIBIT A
CONTINUED

Additional detail accounting information will be maintained in detailed accounts for each line item. The Finance Department is responsible for the correct coding of transactions to the appropriate line item.

Annual budgets, which are submitted to and approved by the County Commission, shall be in the following categories:

I. Operating Budget
   A. General Fund
   B. Special Revenue Funds
   C. Enterprise Funds
   D. Internal Service Funds

II. Debt Service Budget
   A. Debt Service Funds

III. Capital Improvement Program Budget
   A. Capital Projects Fund

11. REVENUES & EXPENDITURES

The accrual basis of accounting is used in the Countywide Financial Statements, business type funds and fiduciary funds. Under the accrual basis of accounting, revenues are recorded as earned and expenses are recorded as incurred.

The modified accrual basis of accounting is followed by governmental funds and agency funds. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. To be considered available, collection must occur within 60 days after year end, unless a different time period can be clearly documented as more appropriate to be available to pay liabilities incurred as of year end. Expenditures generally are recorded when the liability is incurred, but general long-term debt service (maturing principal, interest, and fiscal charges) are recorded when due.

In applying the "susceptible to accrual" concept to inter-governmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are essentially two types of these revenues. In one case, monies must be expended on the specific purpose or project before any amounts will be paid to the County; therefore, revenues are recognized based upon expenditures. In the other case, monies are virtually unrestricted as to the purpose of the expenditure and are revocable only for failure to comply with prescribed compliance requirements, such as equal opportunity employment. These resources are reflected as revenues at the time of receipt or earlier if they are "susceptible to accrual."

Property taxes are normally recorded as revenues in the fiscal year of the levy if collected within two months, (by August 31) following the end of the fiscal year, in accordance with generally accepted accounting principles. Estimated delinquent taxes to be collected subsequent to August

31 are included in the balance sheet as property taxes receivable and deferred revenues to reflect amounts that were not available as revenues at year-end.

Gross receipts and sales taxes are considered "measurable" when in the hands of the intermediary collecting agent and are recognized as revenue at that time. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues (except for investment earnings) are recorded as revenues when received because they are generally not measurable until they are received. Investment earnings are recorded when earned since they are measurable and available.

ITEM LANGUAGE: Resolution establishing amended accounting policies and classifications in accordance with generally accepted accounting principles. Sponsored by Commissioner J. W. Gibson.
ITEM ID: 694

==========

STEP: Originator
DATE: 5/20/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/20/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/20/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/20/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/21/2009
APPROVER: brian.kuhn
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/21/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/21/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/21/2009
APPROVER: jim.huntzicker
DECISION: Return To Finance

STEP: Finance Administrator
DATE: 5/21/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/21/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Summary

I. Description of Item

The Memphis and Shelby County Sports Authority has variable rate debt outstanding in the amount of $129,875,000 related to the construction of the FedEx Forum. The purpose of this resolution is to authorize the Sports Authority to issue fixed rate debt to refund this variable rate debt and to pay the cost of cancelling the related swaps. The resolution approves the second supplement to the interlocal agreement with the City of Memphis to authorize the issuance of up to $160,000,000 of fixed rate debt and it reaffirms the County's commitment to replenish 50% of draws from the Senior Debt Service Reserve Fund.

The Sports Authority's financial advisor, Public Financial Management, Inc., has analyzed the cash flows from the revenue sources designated for this debt and projects that those revenue sources will be sufficient to meet the debt service requirements of the fixed rate debt based on the market at the time of their analysis.

II. Source and Amount of Funding

Not applicable

III. Contract Items

None

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approval of this resolution.

Item #_____ Prepared by__Mike Swift_____
Approved by__Brian Kuhn_____

AN INITIAL RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT DATED MAY 15, 2002 AS SUPPLEMENTED AUGUST 10, 2004 TO EFFECT THE RE-FINANCING OF THE MEMPHIS ARENA PROJECT TO BE RE-FINANCED BY THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC., RELATING TO THE ISSUANCE OF NOT EXCEEDING IN AGGREGATE PRINCIPAL AMOUNT $160,000,000 OF REVENUE REFUNDING BONDS OF THE AUTHORITY IN TWO OR MORE SERIES PURSUANT TO THE PROVISIONS OF CHAPTER 67, TITLE 7 AND PARTS 3 AND 10 OF CHAPTER 21 OF TITLE 9 OF THE TENNESSEE CODE ANNOTATED TO REFINANCE A PORTION OF THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE MEMPHIS ARENA PROJECT; AND PROVIDING AN EFFECTIVE DATE. SPONSORED BY COMMISSIONER J. W. GIBSON.

WHEREAS, The Memphis and Shelby County Sports Authority, Inc. (the "Authority") is authorized pursuant to Section 7-67-112 of the Tennessee Code Annotated to issue bonds, including the refunding of certain outstanding obligations of the Authority as described below, in accordance with the applicable provisions of Title 9, Chapter 21 of the Tennessee Code Annotated; and

WHEREAS, the Authority on May 29, 2002 issued its Revenue Bonds 2002 Series A (Memphis Arena Project) and Revenue Bonds, 2002 Series B (Memphis Arena Project) (collectively, the "2002 Senior Lien Revenue Bonds"), and its Subordinate Lien Revenue Bonds, 2002 Series C, Junior Subordinate Lien Revenue Bonds, 2002 Series D and Junior Subordinate Lien Revenue Bonds, 2002 Series E (collectively, the "2002 Subordinate Lien Revenue Bonds," which together with the 2002 Senior Lien Revenue Bonds are collectively hereafter referred to as the "2002 Revenue Bonds"), pursuant to Chapter 67 of Title 7 and Part 3 of Chapter 21 of Title 9 of the Tennessee Code Annotated, to finance the cost of acquisition, construction, and equipping of a new multipurpose arena (the "Project") to accommodate a National Basketball Association Franchise known as the "Grizzlies" and other sports, entertainment and civic events, including related and ancillary facilities and costs of issuance related to such 2002 Revenue Bonds.

WHEREAS, the Authority, Shelby County (the "County") and the City of Memphis, Tennessee (the "City") previously entered into an Interlocal Agreement (the "Interlocal Agreement") entitled, "**AMENDED AND RESTATED INTERLOCAL AGREEMENT RELATING TO THE FINANCING OF THE PROPOSED SPORTS AND BASKETBALL ARENA TO BE FINANCED BY THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC.,"** dated as of May 15, 2002 in connection with the 2002 Revenue Bonds; and

WHEREAS, the Authority on April 3, 2007 issued its Variable Rate Demand Revenue Refunding Bonds (Memphis Arena Project), 2007 Series A and 2007 Series B (the "Refunded Bonds) and Revenue Refunding Bonds (Memphis Arena Project) 2007 Series C and 2007 Series

D (collectively, with the Refunded Bonds, the "2007 Refunding Bonds") for the purpose of refunding a portion of the 2002 Revenue Bonds; and

WHEREAS, the Authority, the County and the City previously entered into a Supplement (the "Supplement") to the Interlocal Agreement entitled, "**SUPPLEMENT DATED AUGUST 10, 2004 TO AMENDED AND RESTATED INTERLOCAL AGREEMENT RELATING TO THE FINANCING OF THE PROPOSED SPORTS AND BASKETBALL ARENA TO BE FINANCED BY THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC.,"** dated August 10, 2004 in connection with the refunding of a portion 2002 Revenue Bonds; and

WHEREAS, Parts 3 and 10 of Chapter 21 of Title 9 of the Tennessee Code Annotated set forth provisions relating to the issuance of revenue bonds; and

WHEREAS, Section 9-21-304 of the Tennessee Code Annotated requires the adoption and publication of an Initial Resolution relating to the issuance of revenue bonds; and

WHEREAS, pursuant to the provisions of Section 7-67-116 of the Tennessee Code Annotated, the City and the County believe it is in the best interests of the citizens of the City of Memphis and Shelby County, Tennessee to confirm that certain revenues are pledged to the Authority to support its issuance of Revenue Refunding Bonds for the purposes of refunding all or a portion of the Refunded Bonds and costs of issuance, and, in furtherance of the foregoing, the City, the County and the Authority propose to enter into a second supplement (the "Second Supplement") to the Interlocal Agreement; and

WHEREAS, in the event the revenues pledged to the support of the 2002 Revenue Bonds, the 2007 Refunding Bonds, any bonds which refund all or a portion of the 2007 Refunding Bonds (the "2009 Revenue Refunding Bonds") (collectively, the "Senior Lien Obligations") shall prove to be insufficient to pay the Senior Lien Obligations in any bond year, the City and the County, pursuant to the provisions of Section 7-67-116 of the T.C.A., have covenanted and will confirm such covenant in the Interlocal Agreement, as supplemented, to timely appropriate (the "Senior Debt Service Reserve Fund Replenishment Obligation") from legally available non-ad valorem revenues, in the fiscal year following the date of such deficit, but no later than October 31 of such fiscal year, sufficient moneys to replenish draws from the Senior Debt Service Reserve Fund relating to the Senior Lien Obligations used to pay Senior Lien Obligations in the prior year; and

WHEREAS, the obligation of the City and the County under the Interlocal Agreement, as supplemented to replenish draws on the debt service reserve fund relating to the Senior Lien Obligations shall be apportioned on the following basis: 50% County and 50% City, and shall not be joint; and

WHEREAS, depending on prevailing market conditions, the Authority may determine to issue its 2009 Revenue Refunding Bonds in separate series and at different times.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AS FOLLOWS:

SECTION 1. The recitals set forth above are adopted by the Board of County Commissioners (the "Board") as the findings of the County and are incorporated herein.

SECTION 2. That the Authority expects to issue its 2009 Revenue Refunding Bonds for the purpose of refunding all or a portion of the Refunded Bonds and related costs and costs of issuance.

SECTION 3. That the Senior Lien Obligations shall be payable on a parity with any of the Series 2002 Senior Lien Revenue Bonds and 2007 Refunding Bonds remaining outstanding after the issuance of the Series Senior Lien Obligations, from the following revenue sources: (1) the seat-use fee at the new multipurpose arena and from NBA events at the Pyramid Arena, (2) the rebate of sales tax revenues to the City and County for the exclusive use of the Authority derived from NBA events, concessions and the sale of NBA franchised merchandise in the County as authorized by §§67-6-103(d)(1) and 67-6-712 of the Tennessee Code Annotated, (3) City Hotel/Motel Tax Revenues pledged to the Authority pursuant to the provisions to §7-67-116 of the Tennessee Code Annotated, (4) certain County Hotel/Motel Tax Revenues pledged to the Authority pursuant to the provisions to §7-67-116 of the Tennessee Code Annotated, (5) payments in lieu of taxes from the Water Division of Memphis Light, Gas and Water pledged to the Authority pursuant to the provisions to §7-67-116 of the Tennessee Code Annotated and (6) certain rental car taxes collected pursuant to §67-4-1907 of the Tennessee Code Annotated and pledged to the Authority pursuant to the provisions of §7-67-116 of the Tennessee Code Annotated. Additionally, the City of Memphis and Shelby County, Tennessee will enter into a supplement to the Interlocal Agreement pursuant to the provisions of Chapter 9 of Title 12 and §7-67-116 of the Tennessee Code Annotated pursuant to which the City and the County will individually agree that in the event such revenues pledged to the support of the Senior Lien Obligations prove to be insufficient to pay debt service on such Senior Lien Obligations to timely appropriate from legally available non-ad valorem tax revenues, in the fiscal year following the date of such deficit, but no later than October 31 of such fiscal year, sufficient moneys to replenish draws from the debt service reserve fund used to make payment of the Senior Lien Obligations in the prior year. The obligation of the County and the City to replenish draws on the debt service reserve fund relating to the Senior Lien Obligations is apportioned on the following basis: 50% County and 50% City and shall not be joint.

SECTION 4. That the maximum amount of the County's Senior Debt Service Reserve Fund Replenishment Obligation under the Interlocal Agreement, as supplemented, is the debt service and related payment obligations under any related interest rate swap agreement (exclusive of any termination payments or penalties thereunder) on not to exceed $125,000,000 of the Authority's Senior Lien Revenue Bonds, which is approximately one-half (½) of the such bonds.

SECTION 5. That the County's Senior Debt Service Reserve Fund Replenishment Obligation under the Interlocal Agreement, as supplemented, shall not bear interest, and that the

2009 Revenue Refunding Bonds shall bear interest at an average net interest cost of not to exceed the maximum rate permitted by law.

SECTION 6. That the Second Supplement to the Interlocal Agreement, in substantially the form presented at this meeting, be and the same is hereby approved and the Mayor is hereby authorized to execute his signature thereon on behalf of the County.

SECTION 7. THAT ANYTHING IN THIS INITIAL RESOLUTION TO THE CONTRARY NOTWITHSTANDING THE 2009 REVENUE REFUNDING BONDS AND THE DEBT SERVICE RESERVE REPLENISHMENT OBLIGATION AND THE SENIOR LIEN OBLIGATIONS ARE NOT GENERAL OBLIGATIONS OF THE AUTHORITY, THE CITY OF MEMPHIS OR SHELBY COUNTY, TENNESSEE, BUT ARE REVENUE OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS, SPECIFICALLY PLEDGED TO SUCH OBLIGATIONS, AND NEITHER THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, THE CITY AND THE COUNTY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON SUCH BONDS OR THE DEBT SERVICE RESERVE REPLENISHMENT OBLIGATION ON SUCH SENIOR LIEN OBLIGATIONS OR OTHER COSTS INCIDENT THERETO, EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, THE COUNTY AND THE CITY, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON SUCH BONDS OR THE DEBT SERVICE RESERVE REPLENISHMENT OBLIGATION ON SUCH SENIOR LIEN OBLIGATIONS OR OTHER COSTS INCIDENT THERETO.

SECTION 8. The County hereby approves the issuance by the Authority of the 2009 Revenue Refunding Bonds in separate series and at separate times.

SECTION 9. This Resolution shall be published in full once in a newspaper of general circulation in Shelby County, Tennessee.

SECTION 10. The Mayor is hereby authorized to execute and deliver all papers, certificates, receipts, and other documents he may deem necessary or desirable, and to take all steps he may deem necessary or desirable to effect the transactions contemplated by this Resolution.

SECTION 11. This Resolution shall take effect immediately, and all resolutions in conflict with this Resolution are herewith repealed to the extent of such inconsistency.

_____
Mayor

ATTEST: Clerk of County Commission

Adopted:_____

SECOND SUPPLEMENT DATED MAY __, 2009
TO
AMENDED AND RESTATED INTERLOCAL AGREEMENT
RELATING TO THE FINANCING OF
THE PROPOSED SPORTS AND BASKETBALL ARENA
TO BE FINANCED BY
THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC.

THIS SECOND SUPPLEMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT RELATING TO THE FINANCING OF THE PROPOSED SPORTS AND BASKETBALL ARENA TO BE FINANCED BY THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC. (the "Second Supplement"), dated May __, 2009 by and among Shelby County, Tennessee, a county of the State of Tennessee (the "County"), the City of Memphis, Tennessee (the "City") and The Memphis and Shelby County Sports Authority, Inc. (the "Authority").

WHEREAS, in connection with the Authority's Revenue Bonds, 2002 Series A (Memphis Arena Project) and Revenue Bonds, 2002 Series B (Memphis Arena Project) (collectively, the "2002 Senior Lien Bonds") issued to finance the cost of acquisition, construction, and equipping of a new multipurpose arena (the "Project") to accommodate a National Basketball Association Franchise known as the "Grizzlies" and other sports, entertainment and civic events, the Authority, the County and the City entered into an "Amended and Restated Interlocal Agreement Relating to the Financing of the Proposed Sports and Basketball Arena to be Financed by the Memphis and Shelby County Sports Authority, Inc.", dated May 15, 2002 (the "Original Agreement" and together with this Supplement, the "Agreement"), which, *inter alia*, pledged certain "Revenues" to the 2002 Senior Lien Bonds and other subordinate obligations as contemplated by the Original Agreement, as well as provided the City's and County's commitments relative to the "Senior Debt Service Reserve Fund Replenishment Obligation" as described in the Original Agreement; and

WHEREAS, on April 3, 2007 the Authority issued its Variable Rate Demand Revenue Bonds, 2007 Series A and 2007 Series B and Revenue Refunding Bonds, 2007 Series C and 2007 Series D (collectively, the "2007 Senior Lien Revenue Refunding Bonds") to refund a portion of the 2002 Senior Lien Bonds; and

WHEREAS, pursuant to the provisions of Section 7-67-116 of the Tennessee Code Annotated, the City and the County believe it is in the best interests of the citizens of the City of Memphis and Shelby County, Tennessee to confirm that certain Revenues are pledged to the Authority to support its issuance of revenue refunding bonds (the "2009 Senior Lien Revenue Refunding Bonds") for the purposes of refunding all or a portion of the 2007 Senior Lien Revenue Refunding Bonds, financing termination payments of interest rate swaps related to 2007 Senior Lien Revenue Refunding Bonds, and paying costs of issuance, and in furtherance of the foregoing, the City, the County and the Authority desire to enter into this Supplement to the Original Agreement; and

WHEREAS, the County, the City and the Authority desire to supplement the Original Agreement to confirm that the Senior Debt Service Reserve Fund Replenishment Obligation under the Agreement includes replenishment of any draws on the Senior Debt Service Reserve Fund to pay principal of and interest on the 2002 Senior Lien Revenue Bonds, the 2007 Senior Lien Revenue Refunding Bonds, the 2009 Senior Lien Revenue Refunding Bonds and any payments under any related interest rate swap agreement (exclusive of any termination payment or other penalties thereunder) (collectively, the "Senior Lien Obligations"); and

WHEREAS, depending on prevailing market conditions, the Authority may determine to issue its 2009 Senior Lien Revenue Refunding Bonds in separate series and at different times.

NOW, THEREFORE, the parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement, as supplemented.

2. All references in the Agreement to the Senior Lien Revenue Bonds shall be deemed to include the 2009 Senior Lien Revenue Refunding Bonds.

3. All references to "Senior Lien Indenture" shall be deemed to refer to that certain Trust Indenture by and between the Authority and Wachovia Bank, National Association, as Trustee dated as of May 1, 2002, as amended and supplemented, including to authorize the issuance of the 2009 Senior Lien Revenue Refunding Bonds.

4. Senior Debt Service Reserve Fund Replenishment Obligation shall also be deemed to include draws on the Senior Debt Service Reserve Fund with respect to payment of the Senior Lien Obligations.

5. The 2009 Senior Lien Revenue Refunding Bonds may be issued in separate series and at separate times.

6. In all other respects the City, the County and the Authority hereby confirm the provisions of the Original Agreement, as supplemented August 10, 2004.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

SHELBY COUNTY, TENNESSE

By:_____
Mayor

APPROVED as to Form:

_____
County Attorney

CITY OF MEMPHIS, TENNESSEE

By:_____
Mayor

APPROVED as to Form:

_____
City Attorney

THE MEMPHIS AND SHELBY COUNTY SPORTS AUTHORITY, INC.

By:_____
Chairman

APPROVED as to Form

By:_____
Counsel for the Authority

ITEM LANGUAGE: An initial resolution authorizing the execution and delivery of a second supplement to the amended and restated interlocal agreement dated May 15, 2002 as supplemented August 10, 2004 to effect the re-financing of the Memphis Arena project to be refinanced by the Memphis and Shelby County Sports Authority, Inc., relating to the issuance of not exceeding in aggregate principal amount $160,000,000 of revenue refunding bonds of the Authority in two or more series pursuant to the provisions of Chapter 67, Title 7 and Parts 3 and 10 of Chapter 21 of Title 9 of the Tennessee Code Annotated to refinance a portion of the cost of the acquisition, construction and equipping of the Memphis Arena project; and providing an effective date. Spnsored by Commissioner J. W. Gibson.
ITEM ID: 693

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STEP: Originator
DATE: 5/20/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/20/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/20/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/20/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/20/2009
APPROVER: brian.kuhn
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/20/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/20/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/20/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

SUMMARY SHEET

I. Description of Item

This resolution approves the FY2010 Capital Improvement Budget.

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.

Item# _____ Prepared by Wanda Richards

Approved by Christy Kinard
Assistant County Attorney

Resolution approving the Shelby County Capital Improvement Program for Fiscal Year 2010 and the corresponding five year Capital Improvement Program for Fiscal Years 2010-2014 and appropriating an $833,277.00 transfer to the Debt Service Fund and $2,000,000 for Bond Issuance and Interest Cost.
Sponsored by Commissioner J. W. Gibson, II

WHEREAS, A Five Year Capital Improvement Program for Shelby County for the Fiscal Years 2010-2014 has been prepared by the Shelby County Administration which reflects the guidance and policy set forth by the Board of County Commissioners, Committee No. 1, Budget and Finance; and

WHEREAS, The Commission's Committee No. 1, Budget and Finance have reviewed the Proposed Five Year Capital Improvement Plan and the related Proposed Fiscal Year 2010 Capital Improvement Program Fund Budget and recommends approval and adoption of the Plan and related Budget; and

WHEREAS, The Proposed Five Year Capital Plan is deemed to be a working five year plan for Shelby County to project and plan for future debt service needs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Five Year Capital Improvement Program Plan, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved and the first year's program as set forth herein is adopted as the Capital Improvement Budget for Shelby County and the following amounts are hereby allocated for the purpose:

Public Works Division	$ 2,484,000
Public Health Division	150,000
Justice System Division	125,000
General Government Division	11,575,000
Transfer To Debt Service	833,277
Bond Issuance and Interest Costs	2,000,000
Total	$17,167,277

BE IT FURTHER RESOLVED, That the Bond Issuance and Interest Costs and Transfers to Debt Service are hereby appropriated and may be disbursed as necessary.

BE IT FURTHER RESOLVED, That the allocations for Fiscal Year 2010 shall be funded as follows:

Reimbursement-City of Memphis	$175,000
Federal Funding	1,170,000
Transfer From Debt Service	6,564,000
Pay As You Go/G.O. Bonds	8,425,000
Other – Note Repayment	833,277
Total	$17,167,277

BE IT FURTHER RESOLVED, That in order to maintain fiscal stability, each County Agency to which Capital Improvement allocations have been made is authorized (except as provided for elsewhere in this resolution) to prepare plans and specifications and to take bids for the projects identified in the Capital Improvement Program subject to the additional authorization by the Mayor and the Board of Commissioners of Shelby County, Tennessee, in order that sufficient funds will be available to pay said obligations

on scheduled due dates.

BE IT FURTHER RESOLVED, That all unappropriated allocations in the Fiscal Year 2009 Capital Improvement Budget not appropriated prior to the close of the fiscal year be canceled and written off.

BE IT FURTHER RESOLVED, That the accounting and budget records of the Capital Improvement Program Fund shall be maintained according to the policies established by Resolution No. 17, adopted by this Commission on April 12, 2004, and any subsequent amendments.

BE IT FURTHER RESOLVED, That the Administration is directed to write-off all appropriated allocations which remain following final payment, including any contract retainage and after review and consideration, any appropriated allocations from prior fiscal years that remain and no payment has been made against the original appropriation, as approved in the resolution.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants for all amounts appropriated herein, and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2009.

_____
A C Wharton, Jr.
County Mayor

Date:_____

ATTEST:

_____
Clerk of County Commission

ADOPTED_____

PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM

Fiscal Years 2010 through 2014

Shelby County, Tennessee
A C Wharton, Jr., Mayor

Shelby County, Tennessee
County Officials
As of July 1, 2009

Shelby County Board of Commissioners

Deidre Malone, Chairman
Joyce Avery, Chairman Pro Tempore

Sidney Chism
Henri E. Brooks
Wyatt Bunker
Mike Carpenter
James M. Harvey
George S. Flinn, Jr
Joseph Ford
J. W. Gibson, II
David Lillard
Steve Mulroy
Mike Ritz

A C Wharton, Jr., Mayor

Elected Officials

Assessor of Property – Cheyenne Johnson
Attorney General – William L. Gibbons
County Clerk – Debbie Stamson
County Mayor – A C Wharton, Jr.
County Register – Tom Leatherwood
County Trustee – Paul Mattila
Sheriff – Mark H. Luttrell, Jr.
Chancery Court Clerk & Master – Dewun Settle (Appointed)
Circuit Court Clerk – Jimmy Moore
Criminal Court Clerk – William R. Key
General Sessions Court Clerk – Otis Jackson, Jr.
Juvenile Court Clerk – Steve Stamson
Probate Court Clerk – Chris Thomas

Shelby County Administrative Officials

A C Wharton, Jr. - Mayor
James Huntzicker - Chief Administrative Officer & Director of Administration and Finance
Brian Kuhn - County Attorney
Michael Swift – Deputy Director of Administration and Finance
Richard S. Copeland - Director of Planning and Development
Theodore C. Fox III - Director of Public Works
Andrew Tabor, Jr. - Director of Corrections
Yvonne Smith-Madlock - Director of Health Services
Dorothy Jones - Director of Community Services

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CAPITAL IMPROVEMENT BUDGET

The Capital Improvement Program (CIP) is a five-year budget for capital expenditures, as defined below. Each capital project, along with its estimated cost, is described and the combined financial requirements are summarized on the following pages.

The five-year Capital Improvement Program is approved in total, although only projects in the first year are included in the Capital Improvement Budget. Projects in the approved Capital Improvement Budget are subject to subsequent appropriation by the Board of Commissioners.

A Capital Improvement Project is defined to encompass those steps required to design and construct or purchase a self-contained capital asset. A capital improvement includes only those items constructed or purchased which involve a cost of not less than one hundred thousand ($100,000) dollars or involve the acquisition of land regardless of cost. Each project must have a useful life of not less than ten (10) years following their acquisition. However, computer hardware and software projects with a combined cost of not less than $100,000 and having an estimated life of 5 to 10 years may be acquired with bonds to be retired in 7 years or less. All costs which represent items that are physically a part of a building qualify if the construction or renovation project exceeds a cost of $100,000. Otherwise, each component of a project must have a cost in excess of $20,000 and the project must exceed $100,000. Recurring annual expenditures for maintenance or repairs of existing capital improvements are excluded from this type of funding. Planned asset acquisitions, which do not meet this definition, are requested as a part of the operating budget.

On the individual projects listed herein, the amounts reflected for "prior year" are only for the project being approved. Any past projects that have been completed, will no longer have their associated costs listed as "prior year."

FUNDING OF CIP BUDGET

Year one of the CIP Budget establishes the specific projects and the maximum amount of contracts that may be awarded and approved for the fiscal year. Projects may be completed and contractors paid within the fiscal year or construction may continue into one or more future years.

Funding for the county's portion of the CIP Budget is generally obtained through a short term borrowing program or the issuance of long term general obligation debt. A short term borrowing program may be established each fiscal year to cover the estimated amount of current year payments for projects authorized in that year as well as the payments expected from projects appropriated in previous fiscal years and continuing into the current year. When short term borrowing is used, it is converted to long term general obligation debt within approximately two years after the initial sale.

If a short term borrowing program is utilized, then in addition to establishing the borrowing program size, the County Commission must approve and adopt an initial authorizing bond resolution that provides the funding for the current fiscal year's capital plan. The amount to be authorized in this resolution is based on the assumption that all allocations in the current fiscal year's plan will be appropriated. Any unused prior year authorization may carry forward and be netted against the current year's requirement.

In fiscal 2006 and 2007, the County provided $13.9 million and $11.7 million, respectively, from the General Fund to CIP for pay-as-you-go rather than debt issuance. Pay-as-you-go funds, to the extent available, will generally be used for projects that do not constitute assets of Shelby County, for smaller projects, projects that have a shorter useful life, and other non-school projects. Debt will be used for schools, large projects and when pay-as-you-go funds are not available. The County intends to develop an ongoing pay-as-you-go program to the extent funding can be identified. Starting in mid 2009, the Depot Redevelopment Corporation of Memphis and Shelby County may start selling the redeveloped facilities. The County's share of such revenue will be available as pay-as-you-go in the Capital Improvement Program.

SHELBY COUNTY GOVERNMENT
PROPOSED FIVE YEAR FY 2010 - 2014
CAPITAL IMPROVEMENT PROGRAM

	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-OTHER LOCAL GOVT	0	200,000	0	0	0	200,000
REIMBURSEMENT-CITY OF MEMPHIS	175,000	1,175,000	675,000	175,000	175,000	2,375,000
STATE FUNDING	0	500,000	0	6,750,000	10,683,000	17,933,000
FEDERAL FUNDING	1,170,000	1,000,000	1,000,000	1,000,000	1,000,000	5,170,000
MED PRINCIPAL AND INTEREST	524,327	524,327	524,327	524,327	524,327	2,621,635
DEPOT PRINCIPAL AND INTEREST	308,950	329,557	319,306	323,681	283,213	1,564,707
TRANSFER FROM DEBT SERVICE FUND	6,564,000	6,632,000	6,632,000	6,632,000	6,632,000	33,092,000
PAY AS YOU GO/G.O. BONDS	8,425,000	8,594,600	6,993,000	4,263,000	4,229,000	32,504,600
TOTAL REVENUES	17,167,277	18,955,484	16,143,633	19,668,008	23,526,540	95,460,942
PUBLIC WORKS	2,484,000	6,900,000	1,200,000	1,320,000	1,875,000	13,779,000
PUBLIC HEALTH	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
JUSTICE SYSTEM	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600
GENERAL GOVERNMENT	11,575,000	5,900,000	11,250,000	15,950,000	19,794,000	64,469,000
SCHOOLS	0	TBD	TBD	TBD	TBD	0
TRANSFER TO DEBT SERVICE FUND	833,277	853,884	843,633	848,008	807,540	4,186,342
EMCP INTEREST & ISSUANCE EXPENSE	2,000,000	400,000	400,000	400,000	400,000	3,600,000
TOTAL ALLOCATIONS	17,167,277	18,955,484	16,143,633	19,668,008	23,526,540	95,460,942
COUNTY'S SHARE OF ALLOCATIONS (1)	14,989,000	15,226,600	13,625,000	10,895,000	10,861,000	65,596,600

(1) Includes transfer from debt service and pay as you go proceeds/general obligation bonds.

TBD - Funding for school capital needs will be determined by the Shelby County Board of Commissioners in the future based upon the recommendations of the Needs Assessment Committee.

SHELBY COUNTY GOVERNMENT
FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM

DIVISION: PUBLIC WORKS

PROJECT	FY 2010	FY 2011	FY 2012	FY2013	FY2014	TOTAL PLAN
Brunswick Road	0	0	0	120,000	675,000	795,000
Houston Levee Road	1,000,000	0	0	0	0	1,000,000
Holmes Road	0	5,000,000	0	0	0	5,000,000
Chickasaw Basin Authority	284,000	700,000	0	0	0	984,000
Metro Groundwater Study	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
TOTAL	2,484,000	6,900,000	1,200,000	1,320,000	1,875,000	13,779,000

PUBLIC WORKS SUMMARY

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-OTHER LOCAL GOVT	-	-	200,000	-	-	-	200,000
REIMBURSEMENT-CITY OF MEMPHIS	-	100,000	100,000	100,000	100,000	100,000	500,000
STATE FUNDING	-	-	500,000	-	-	-	500,000
FEDERAL FUNDING	-	1,170,000	1,000,000	1,000,000	1,000,000	1,000,000	5,170,000
PAY AS YOU GO/G.O. BONDS	459,748	1,214,000	5,100,000	100,000	220,000	775,000	7,409,000
TOTAL REVENUES	459,748	2,484,000	6,900,000	1,200,000	1,320,000	1,875,000	13,779,000
ENGINEERING/ARCHITECT	-	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
LAND ACQUISITION	-	-	700,000	-	120,000	675,000	1,495,000
CONSTRUCTION	459,748	1,284,000	5,000,000	-	-	-	6,284,000
TOTAL ALLOCATIONS	459,748	2,484,000	6,900,000	1,200,000	1,320,000	1,875,000	13,779,000
COUNTY'S SHARE OF ALLOCATIONS	459,748	1,214,000	5,100,000	100,000	220,000	775,000	7,409,000

BRUNSWICK ROAD
Project #: 100126

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS					120,000	675,000	795,000
TOTAL REVENUES	0	0	0	0	120,000	675,000	795,000
LAND ACQUISITION					120,000	675,000	795,000
TOTAL ALLOCATIONS	0	0	0	0	120,000	675,000	795,000
COUNTY'S SHARE OF ALLOCATIONS	0	0	0	0	0	0	0

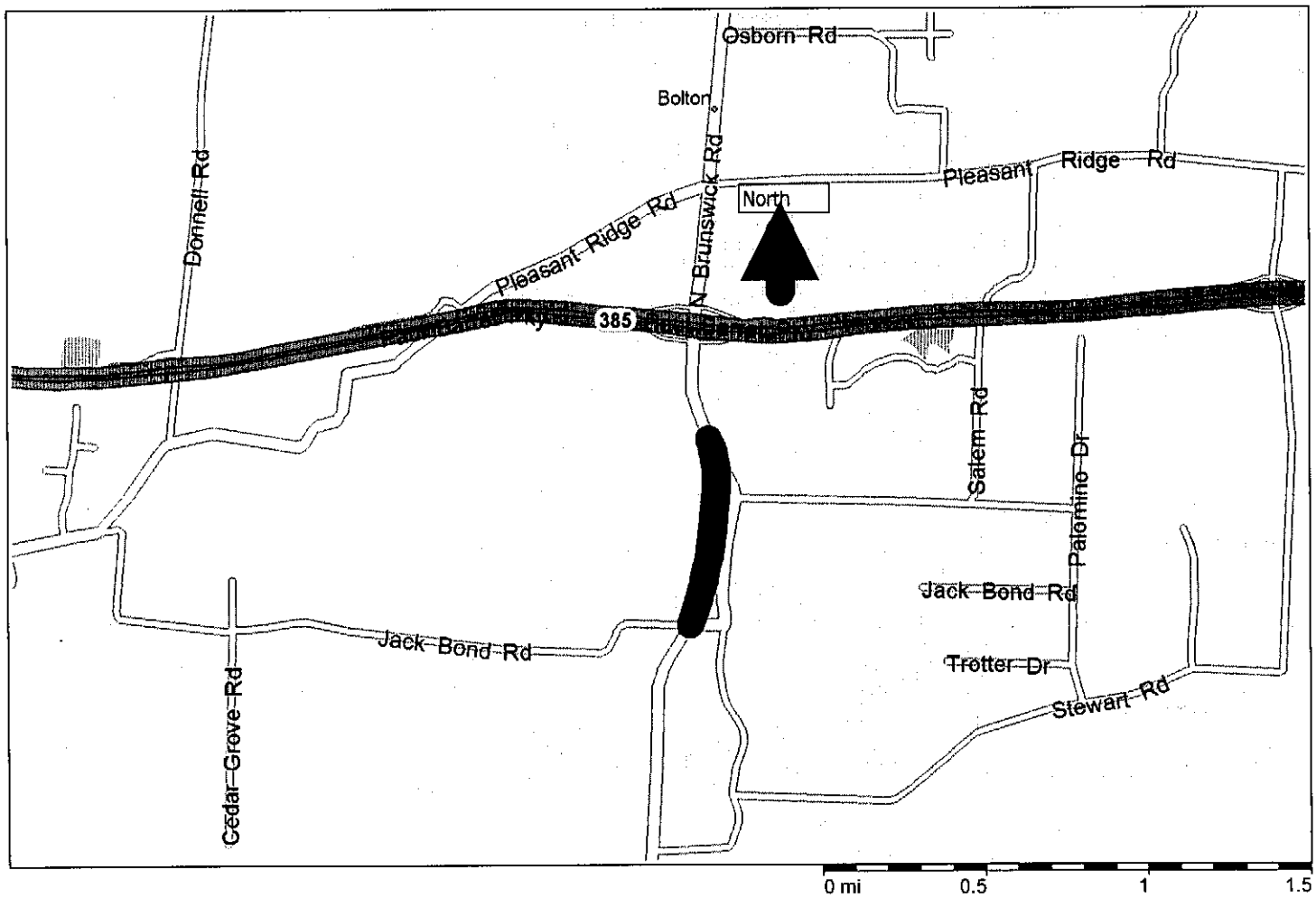
PROJECT DESCRIPTION

Location: From Jack Bond Road to Salem Road

Creates a through connection of Brunswick Road by the elimination of two 90 degree turns on Jack Bond Road. This will increase the safety and capacity of Brunswick Road. The project is about 0.6 mile in length.

The FY 2013 funds are for design and the FY 2014 funds are for right-of-way acquisition and construction.

Brunswick Road

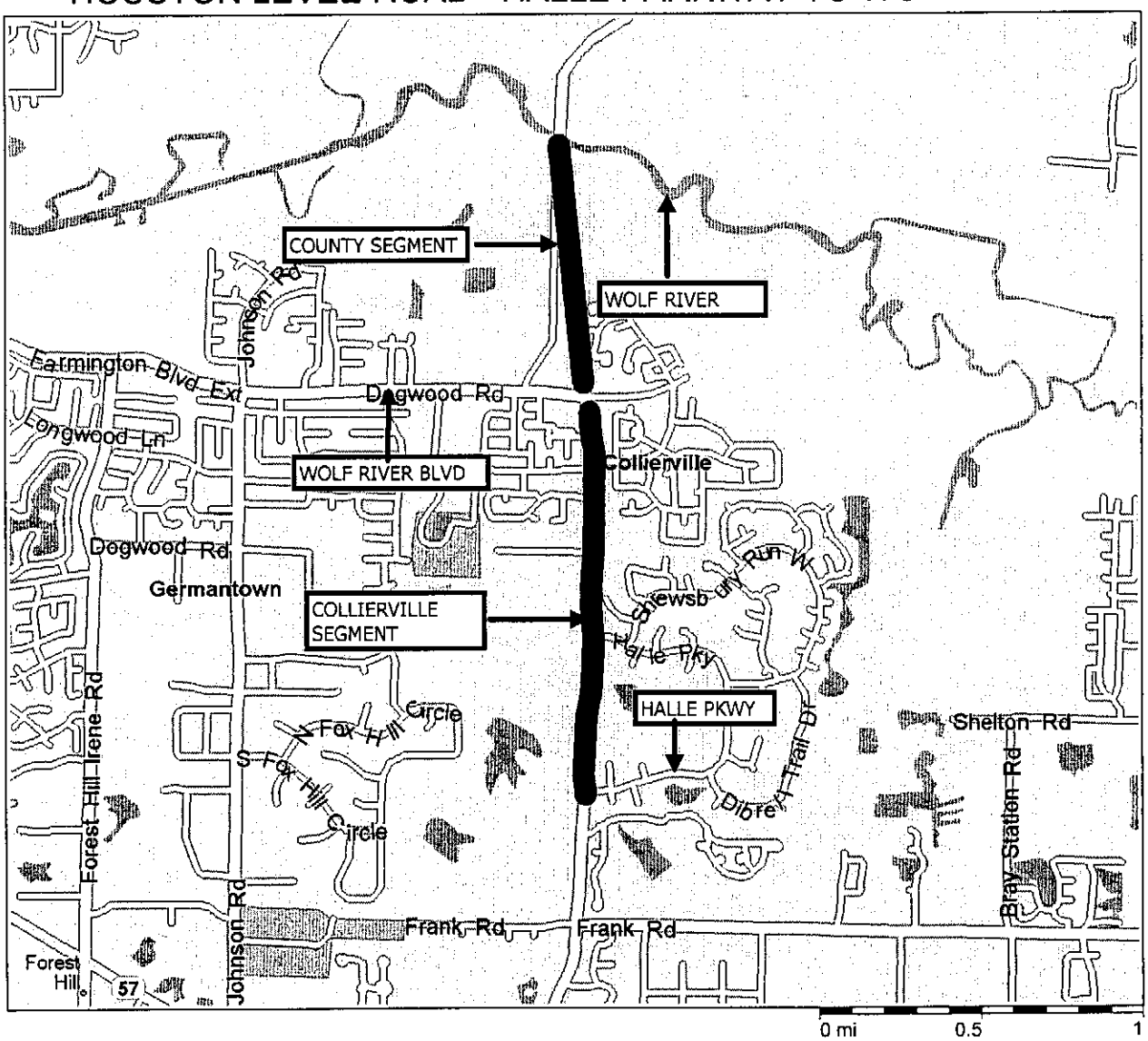


HOUSTON LEVEE ROAD
Project #: 100118

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS		1,000,000					1,000,000
TOTAL REVENUES	0	1,000,000	0	0	0	0	1,000,000
CONSTRUCTION		1,000,000					1,000,000
TOTAL ALLOCATIONS	0	1,000,000	0	0	0	0	1,000,000
COUNTY'S SHARE OF ALLOCATIONS	0	1,000,000	0	0	0	0	1,000,000

PROJECT DESCRIPTION
Cost sharing agreement with City of Collierville on widening Houston Levee Road from Frank Road to Wolf River.
Shelby County widened the north section and Collierville is widening the south section. Shelby County is expected to owe Collierville approximately $1,000,000 for the cost difference of the two sections.

HOUSTON LEVEE ROAD - HALLE PARKWAY TO WOLF RIVER

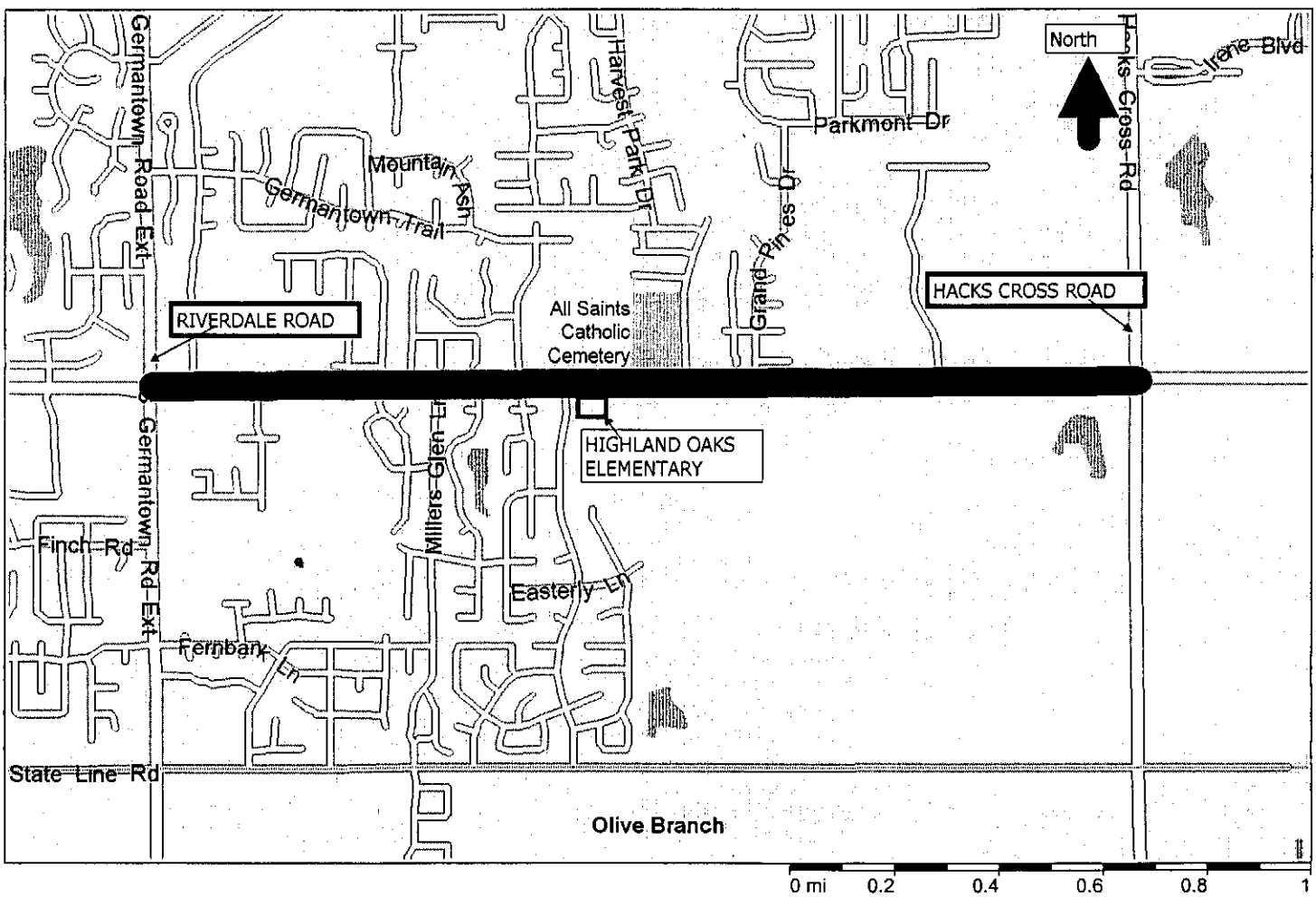


HOLMES ROAD
Project #: 100142

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS	459,748		5,000,000				5,000,000
TOTAL REVENUES	459,748	0	5,000,000	0	0	0	5,000,000
CONSTRUCTION	459,748		5,000,000				5,000,000
TOTAL ALLOCATIONS	459,748	0	5,000,000	0	0	0	5,000,000
COUNTY'S SHARE OF ALLOCATIONS	459,748	0	0	0	0	0	0

PROJECT DESCRIPTION
Designed a four lane from Hacks Cross to Riverdale in FY2008. Construction in FY2011.

Holmes Road



CHICKASAW BASIN AUTHORITY
Project #: 101906

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-OTHER LOCAL GOVT			200,000				200,000
REIMBURSEMENT-CBA			500,000				500,000
FEDERAL FUNDING		170,000					170,000
PAY AS YOU GO/G.O. BONDS		114,000					114,000
TOTAL REVENUES	0	284,000	700,000	0	0	0	984,000
LAND ACQUISITION			700,000				700,000
CONSTRUCTION		284,000					284,000
TOTAL ALLOCATIONS	0	284,000	700,000	0	0	0	984,000
COUNTY'S SHARE OF ALLOCATIONS	0	114,000	0	0	0	0	114,000

PROJECT DESCRIPTION
Wolf River Environmental Restoration
FY10 Construction of two boat ramps.
FY9-10 Project land acquisition of 1,013 acres.

METRO GROUNDWATER STUDY
Project #: 101926 #

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-CITY OF MEMPHIS		100,000	100,000	100,000	100,000	100,000	500,000
FEDERAL FUNDING		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
PAY AS YOU GO/G.O. BONDS		100,000	100,000	100,000	100,000	100,000	500,000
TOTAL REVENUES	0	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
ENGINEERING/ARCHITECT		1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
TOTAL ALLOCATIONS	0	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
COUNTY'S SHARE OF ALLOCATIONS	0	100,000	100,000	100,000	100,000	100,000	500,000

PROJECT DESCRIPTION
Location: Countywide
Cost share (83:17) with U.S. Army Corps of Engineers to study and develop a plan for preservation and protection of regional water supply aquifers. This is expected to be a $10,000,000 project over 5 years. It is subject to obtaining Federal funding.
Local governments cost share of 17% will be shared with participating sponsors. University of Memphis Groundwater Institute and the U. S. Geological Survey (USGS) will provide primary technical support.
This project is to be phased:
1. Data collection and reconciliation of existing data.
2. Development and utilization of state-of-the-art technology to accurately define the regional hydrogeology.
3. Development of computer models to address groundwater overuse and contamination.
4. Development of "Best Management Practices" at watershed scale.

SHELBY COUNTY GOVERNMENT
FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM

DIVISION: PUBLIC HEALTH PROJECT	FY 2010	FY 2011	FY 2012	FY2013	FY2014	TOTAL PLAN
Building and Equipment	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
TOTAL	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000

PUBLIC HEALTH SUMMARY

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-CITY OF MEMPHIS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000
PAY AS YOU GO/G.O. BONDS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000
TOTAL REVENUES	0	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
OTHER	0	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
TOTAL ALLOCATIONS	0	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
COUNTY'S SHARE OF ALLOCATIONS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000

HEALTH DEPARTMENT BUILDING AND EQUIPMENT

Project #: 101315

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
REIMBURSEMENT-CITY OF MEMPHIS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000
PAY AS YOU GO/G.O. BONDS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000
TOTAL REVENUES	0	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
OTHER		150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
TOTAL ALLOCATIONS	0	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000
COUNTY'S SHARE OF ALLOCATIONS	0	75,000	1,075,000	575,000	75,000	75,000	1,875,000

PROJECT DESCRIPTION

The Health Division is a joint agency with the City of Memphis. The City of Memphis will reimbursement the County for 50% of these projects.

1. Asbestos removal at 814 Jefferson	150,000	150,000	150,000	150,000	150,000	750,000
2. Medical Management System		-	1,000,000			1,000,000
3. Forensic Center Equipment	-	2,000,000				2,000,000
Total	150,000	2,150,000	1,150,000	150,000	150,000	3,750,000

1. Remove asbestos from the first floor of 814 Jefferson.
2. Obtaining and implementing an integrated system to maintain, share and track personal health records for inmates and others. This project will also require additional operating costs.
3. A new Forensic Center will be built with State funding. Based on current projections and committed State funding, the County may have to provide the necessary equipment for this facility.

SHELBY COUNTY GOVERNMENT
FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM

DIVISION: JUSTICE SYSTEM PROJECT	FY 2010	FY 2011	FY 2012	FY2013	FY2014	TOTAL PLAN
Criminal Justice Center	0	650,000	1,300,000	1,000,000	500,000	3,450,000
Juvenile Court	0	201,600	0	0	0	201,600
Sheriff	125,000	1,900,000	0	0	0	2,025,000
TOTAL	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600

JUSTICE SYSTEM SUMMARY

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS	0	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600
TOTAL REVENUES	0	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600
CONSTRUCTION		125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600
OTHER	0	0	0	0	0	0	0
TOTAL ALLOCATIONS	0	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600
COUNTY'S SHARE OF ALLOCATIONS	0	125,000	2,751,600	1,300,000	1,000,000	500,000	5,676,600

CRIMINAL JUSTICE CENTER
Project #: 101505

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS	0	0	650,000	1,300,000	1,000,000	500,000	3,450,000
TOTAL REVENUES	0	0	650,000	1,300,000	1,000,000	500,000	3,450,000
CONSTRUCTION			650,000	1,300,000	1,000,000	500,000	3,450,000
TOTAL ALLOCATIONS	0	0	650,000	1,300,000	1,000,000	500,000	3,450,000
COUNTY'S SHARE OF ALLOCATIONS	0	0	650,000	1,300,000	1,000,000	500,000	3,450,000
PROJECT DESCRIPTION							
1. HVAC Controls Retrofit/VAV in CJC			500,000	500,000	500,000	500,000	2,000,000
2. Waterproofing			150,000	300,000			450,000
3. Boiler Replacement @ 201 Poplar				500,000	500,000		1,000,000
TOTAL	-	-	650,000	1,300,000	1,000,000	500,000	3,450,000

1. HVAC controls retrofit/VAV - this project includes repairs and upgrades to the primary for the Criminal Justice Center.air handling units for the Criminal Justice Center. The repairs and upgrades include replacing existing pneumatic controls with DDC controls, connecting and integrating the new controls into the current automation system, replacing control valves, cleaning all coils and removing all deactivated components.
2. Waterproof exterior of building to stop water leaks.
3. Periodic replacement of boilers as they reach the end of their useful life.

JUVENILE COURT
Project #: 101702

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS		0	201,600	0	0	0	201,600
TOTAL REVENUES	0	0	201,600	0	0	0	201,600
CONSTRUCTION		0	201,600	0			201,600
TOTAL ALLOCATIONS	0	0	201,600	0	0	0	201,600
COUNTY'S SHARE OF ALLOCATIONS	0	0	201,600	0	0	0	201,600

PROJECT DESCRIPTION
Replace windows in the old section of the facility which will eliminate leaks and improve energy efficiency.

SHERIFF
Project #: 101527

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS		125,000	1,900,000				2,025,000
TOTAL REVENUES	0	125,000	1,900,000	0	0	0	2,025,000
CONSTRUCTION		125,000	1,900,000				2,025,000
TOTAL ALLOCATIONS	0	125,000	1,900,000	0	0	0	2,025,000
COUNTY'S SHARE OF ALLOCATIONS	0	125,000	1,900,000	0	0	0	2,025,000

Project Description
FY2010
Upgrade to Firing Range $125,000
Upgrade to target system and control tower at the Sheriff's Firing Range. The system upgrade should last for over 20 years.

FY2011
Indoor Firing Range $1,900,000
Design and build a 20 lane indoor firing range training facility. Facility should include 1 office, 1 classroom, a secured equipment room, locker rooms, and restroom facilities. It should include all standard equipment and systems for a fully functional handgun and rifle shooting range.

SHELBY COUNTY GOVERNMENT
FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM

DIVISION: GENERAL GOVERNMENT

PROJECT	FY 2010	FY 2011	FY 2012	FY2013	FY2014	TOTAL PLAN
Office Buildings	2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000
Information Technology	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000
Project Contingencies	1,000,000	1,000,000	1,000,000	10,000,000	15,244,000	28,244,000
157 Poplar	5,000,000	0	2,500,000	0	0	7,500,000
Election Commission	2,500,000	2,500,000	0	0	0	5,000,000
TOTAL	11,575,000	5,900,000	11,250,000	15,950,000	19,794,000	64,469,000

GENERAL GOVERNMENT SUMMARY

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS	0	11,575,000	5,900,000	11,250,000	9,200,000	9,111,000	47,036,000
TOTAL REVENUES	0	11,575,000	5,900,000	13,750,000	15,950,000	19,794,000	66,969,000
CONSTRUCTION	0	8,350,000	2,600,000	5,850,000	12,100,000	17,344,000	46,244,000
OTHER	0	3,225,000	3,300,000	5,400,000	3,850,000	2,450,000	18,225,000
TOTAL ALLOCATIONS	0	11,575,000	5,900,000	11,250,000	15,950,000	19,794,000	64,469,000
COUNTY'S SHARE OF ALLOCATIONS	0	11,575,000	5,900,000	11,250,000	9,200,000	9,111,000	47,036,000

OFFICE BUILDINGS
Project #: 101710

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS		2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000
TOTAL REVENUES	0	2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000
CONSTRUCTION		2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000
OTHER							
TOTAL ALLOCATIONS	0	2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000
COUNTY'S SHARE OF ALLOCATIONS	0	2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000

PROJECT DESCRIPTION

1. Building Renovation		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
2. ADA Upgrades in various buildings		500,000	500,000	500,000	500,000	500,000	2,500,000
3. ADA Sidewalk Accessibility		100,000	100,000	100,000	100,000	100,000	500,000
4. Parking Lot/Lighting @1075 Mullins Station				500,000	500,000	500,000	1,500,000
5. Waterproof Exterior of Archives Building				250,000			250,000
6. Emergency Generator @ 1075 Mullins Station		750,000					750,000
TOTAL	-	2,350,000	1,600,000	2,350,000	2,100,000	2,100,000	10,500,000

1. The Shelby County Administration Building opened for occupancy in the late 1960s. Consequently, most of the mechanical systems are 40 years old and are past their useful life. The water piping throughout the building has deteriorated such that leaks frequently occur causing damage to the building interior furnishings and content. The antiquated design of the mechanical and electrical systems restricts performance and energy efficiency of the building. (The average annual utility cost for commercial buildings in Tennessee is less than $2.50 per square foot, while the average annual utility cost for the Administration Building is over $3.50 per square foot.) Building codes for high rise buildings have changed considerably since the 1960s leaving the Administration Building non-compliant, especially regarding ADA Title 2 regulations. This renovation will be implemented as a multi-year project which involves a complete renovation of all floors. Renovations include, but are not limited to, asbestos abatement, HVAC improvements, ADA upgrades, parking garage improvements, emergency generator plant improvements, current high-rise building code compliance, electrical improvements, and office space efficiency modifications.
2. Upgrade existing SCG facilities to achieve compliance with current building codes with respect to provisions of the ADA. This is a multi-year project. The SCG building inventory will be surveyed to determine extent of need, and implementation will by prioritized according to greatest need.
3. Upgrade existing intersections in unincorporated Shelby County to meet ADA requirements. Primary improvements shall include curb ramps for intersections with sidewalks and concrete pads for pedestrians at intersection without sidewalks. This is a multi-year project. The SCG intersection inventory will be surveyed to determine extent of need, and implementation will be prioritized according to greatest need.
4. The original health care function of the building ceased in 2001. The building has subsequently been converted to an administrative function. The employee occupancy has increased from approximately 200 employees to near 500 employees. The daily customer load has also increased to over 500 customers per day. Consequently, the parking lot has to be increased to meet customer traffic. Also, insufficient drainage surrounding the building allows flooding conditions during heavy rains. Stages 1 and 2 included parking and drainage improvements on the west and south sides of the building. Stages 3 and 4 will include parking and drainage improvements on the east and north sides of the building. Also, all of the access drives to the building will be resurfaced.
5. Repair damage to building exterior concrete panels caused by water infiltration and ice formation. Waterproof exterior of building to prevent further damage.
6. The original emergency generator at the Peggy Edminston Administration Building (PEAB) was insufficiently sized to supply the necessary power to maintain building operations in the event of power loss. This existing generator has also exceeded the manufacturer's recommended useful life; therefore, routine maintenance expenses have increased considerably. The proposed project includes the design and installation of an emergency generator plant to satisfy the long term electrical demands of the PEAB. It is essential that appropriate emergency power is available since the PEAB will serve as the alternate site of operations for most department's COOP/COG plans.

INFORMATION TECHNOLOGY
Project #: 101714

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O.. BONDS	0	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000
TOTAL REVENUES	0	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000
OTHER	0	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000
TOTAL ALLOCATIONS	0	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000
COUNTY'S SHARE OF ALLOCATIONS	0	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000

PROJECT DESCRIPTION

1. Network/Host Servers Upgrade and/or Replacement	425,000	400,000	400,000	450,000	450,000	2,125,000
2. Convert Criminal Justice to modern interfaces	300,000					300,000
3. Replace JMS/JSS/IMS, the core criminal justice system		400,000	5,000,000	1,000,000		6,400,000
4. Replace Service Desk Express				250,000		250,000
5. Upgrade computer flooring				150,000		150,000
6. Replacement/Enhancements to major systems				2,000,000	2,000,000	4,000,000
TOTAL	725,000	800,000	5,400,000	3,850,000	2,450,000	13,225,000

Items 1, 4, 5 and 6 are replacing and/or upgrading equipment as they reach the end of their useful life and providing increased capacity as uses increase. Items 2 and 3 prepare for and then replace the three core criminal justice systems used by law enforcement, the jail, the corrections center and the courts.

PROJECT CONTINGENCIES
Project #: 101999

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
STATE FUNDING					6,750,000	10,683,000	17,433,000
PAY AS YOU GO/G.O.. BONDS		1,000,000	1,000,000	1,000,000	3,250,000	4,561,000	10,811,000
TOTAL REVENUES	0	1,000,000	1,000,000	1,000,000	10,000,000	15,244,000	28,244,000
CONSTRUCTION		1,000,000	1,000,000	1,000,000	10,000,000	15,244,000	28,244,000
TOTAL ALLOCATIONS	0	1,000,000	1,000,000	1,000,000	10,000,000	15,244,000	28,244,000
COUNTY'S SHARE OF ALLOCATIONS	0	1,000,000	1,000,000	1,000,000	3,250,000	4,561,000	10,811,000

PROJECT DESCRIPTION

	FY 2010	FY 2011	FY 2012	FY2013	FY2014	Total
General Contingency:						
General Government	800,000	800,000	800,000	800,000	800,000	4,000,000
Efficiency Projects	200,000	200,000	200,000	200,000	200,000	1,000,000
Correction Center						
Construction of 2 housing units					14,244,000	14,244,000
Construction of new Kitchen/Dining Facility				8,000,000		8,000,000
Renovation of Main Building				1,000,000		1,000,000
Total Correction Center	-	-	-	9,000,000	14,244,000	23,244,000
Total	1,000,000	1,000,000	1,000,000	10,000,000	15,244,000	28,244,000

The general Contingency is for any changes that need to be made during each year. A portion of this is separate listed as efficiency projects to highlight that when projects are identified that result in future savings, they should be given priority.
The Correction Center projects are contingent on the State agreeing the fund their share.

157 Poplar
Project #: 101739

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O.. BONDS		5,000,000	0	2,500,000	0	0	7,500,000
TOTAL REVENUES	0	5,000,000	0	2,500,000	0	0	7,500,000
CONSTRUCTION		5,000,000	0	2,500,000	0	0	7,500,000
TOTAL ALLOCATIONS	0	5,000,000	0	2,500,000	0	0	7,500,000
COUNTY'S SHARE OF ALLOCATIONS	0	5,000,000	0	2,500,000	0	0	7,500,000

PROJECT DESCRIPTION
Demolish the 157 Poplar Building and replace and improve the infrastructure under this building and connecting infrastructure between the neighboring County buildings for efficiency purposes. This will also provide an option to either renovate the building or to build a smaller building on this site to provide Jury Commission and other needs.

ELECTION COMMISSION
Project #: 101716

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O.. BONDS		2,500,000	2,500,000	0	0	0	5,000,000
TOTAL REVENUES	0	2,500,000	2,500,000	0	0	0	5,000,000
OTHER		2,500,000	2,500,000				5,000,000
TOTAL ALLOCATIONS	0	2,500,000	2,500,000	0	0	0	5,000,000
COUNTY'S SHARE OF ALLOCATIONS	0	2,500,000	2,500,000	0	0	0	5,000,000

PROJECT DESCRIPTION
FY2010 New voting machine technology as required by State law passed in 2008 requiring optical scan paper system to the extent the State does not provide the equipment, Shelby County will be required to purchase the equipment from CIP funds.
FY2011New voter registration system.

SHELBY COUNTY GOVERNMENT
FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM

DIVISION: SCHOOLS PROJECT	FY 2010	FY 2011	FY 2012	FY2013	FY2014	TOTAL PLAN
Schools-Needs Assessment	0	TBD	TBD	TBD	TBD	0
TOTAL	0	0	0	0	0	0

*TBD - funding for school capital needs will be determined by the Shelby County Board of Commissioners in the future based upon the recommendations of the Needs Assessment Committee.

SCHOOLS SUMMARY

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS	0	0	TDB	TDB	TDB	TDB	0
TOTAL REVENUES	0	0	0	0	0	0	0
CONSTRUCTION	0	0	TBD	TBD	TBD	TBD	0
TOTAL ALLOCATIONS	0	0	0	0	0	0	0
COUNTY'S SHARE OF ALLOCATIONS	0	0	TDB	TDB	TDB	TDB	0

SCHOOLS-NEEDS ASSESSMENT
Project #: 101999

REVENUE SOURCE/ ALLOCATION TYPE	PRIOR YEARS	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FIVE YEAR TOTAL
PAY AS YOU GO/G.O. BONDS		0	TBD	TBD	TBD	TBD	0
TOTAL REVENUES	0	0	0	0	0	0	0
CONSTRUCTION		0	TBD	TBD	TBD	TBD	0
TOTAL ALLOCATIONS	0	0	0	0	0	0	0
COUNTY'S SHARE OF ALLOCATIONS	0	0	TBD	TBD	TBD	TBD	0

*TBD - funding for school capital nees will be determined by the Shelby County Board of Commissioners in the future based upon the recommendations of the Needs Assessment Committee.

ITEM LANGUAGE: Resolution approving the Shelby County Capital Improvement Program for Fiscal Year 2010 and the corresponding five year Capital Improvement Program for Fiscal Years 2010-2014 and appropriating an $833,277.00 transfer to the Debt Service Fund and $2,000,000 for Bond Issuance and Interest Cost. Sponsored by Commissioner J. W. Gibson, II

ITEM ID: 695

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STEP: Originator
DATE: 5/20/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/20/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/21/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/21/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/21/2009
APPROVER: christy.kinard
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/21/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/21/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/21/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

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

Item # ___ **Prepared by Mike Swift**

Approved by Brian Kuhn
County Attorney

Resolution approving Shelby County Government's
Operating Budget for Fiscal Years 2010.
Sponsored by Commissioner J. W. Gibson, II

WHEREAS, Pursuant to the provisions of Article III, Section 3.03 (B) of the Shelby County Charter, the Shelby County Mayor has presented a budget showing the sums necessary to be expended in order to carry out the functions of the County for the coming fiscal year, and said budget has been reviewed by this Commission's Committee No. 1, Budget and Finance, in order that the Commission might either approve said budget as presented or modify and amend the same as may be deemed requisite by the Board of County Commissioners; and

WHEREAS, The provisions of Tennessee Code Annotated Section 9-11-112 require of the County each fiscal year, while funding or refunding bonds issued under the provisions of this Chapter shall be outstanding, there shall be levied upon all taxable property in the County an ad valorem tax sufficient to pay the interest thereon as it falls due and the principal of such bonds which shall then have matured or which shall mature within the same fiscal year; and

WHEREAS, The Board of County Commissioners as the legislative body of the County, pursuant to the provisions of aforesaid Charter, is authorized to adopt resolutions governing the operation of government or regulating the conduct and affairs of the government of the County, and to fix a County tax rate and to adopt a County budget, and to make appropriations of County Funds for all legal purposes and to appropriate the proceeds of the tax levy on the assessed values on all properties within the County of Shelby for the fiscal Year July 1, 2009 through June 30, 2010; and

WHEREAS, This Commission's Committee No. 1, Budget and Finance, having reviewed the consolidated budget for Shelby County presented to the Commission by the Shelby County Mayor, recommends that total expenditures and transfers reflected in "Exhibit A" **be approved in order to fund the Shelby County Government's Operating Budget for Fiscal Year 2010, which is inclusive of all operating funds; and**

WHEREAS, It has been the policy of the County to make special grants to non-profit civic and charitable organizations from the general funds of the County; and

WHEREAS, The Administration and The Board of Commissioners are desirous to continue this policy and have included in "Exhibit B" a list of such non-profit civic and charitable organizations to be funded in the Fiscal Year 2010; and

WHEREAS, Pursuant to T.C.A. Section 5-9-109 and Item 69 which was adopted by this Commission on June 3, 1996, special requirements apply to the funding of non-profit civic and charitable organizations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the recommendation of this Board's Committee No. 1, Budget and Finance, regarding the budget as contained in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, for the operation of Shelby County, be and the same is hereby approved, adopted, and ratified by this Board in the total sum of $1,120,958,202 and that $1,177,660,484 is hereby appropriated in order to fund the Shelby County Government's Operating Budget for the Fiscal Year 2010.

BE IT FURTHER RESOLVED, That the accounting and budget records for all funds shall be maintained according to the policies established by Item 17 adopted by this Commission on April 12, 2004 and any subsequent amendments.

BE IT FURTHER RESOLVED, That the budget be summarized into various funds, as identified in Exhibit A, as amended, which is attached and incorporated herein by reference, in order to meet legal requirements and generally accepted accounting principles and to comply with financial reporting standards for governmental entities.

BE IT FURTHER RESOLVED, That each office, department, and Elected Official which receives appropriations from the County Government shall adhere to the budget as finally approved by line item for said entity.

BE IT FURTHER RESOLVED, That all special grants which are listed in Exhibit B are hereby appropriated to promote the general welfare of the residents of Shelby County and that disbursements of these funds shall not be made until the individual non-profit civic or charitable organization has fully complied with T. C. A. Section 5-9-109(c) and the provisions of Resolution #69, adopted by this Commission on June 3, 1996.

BE IT FURTHER RESOLVED, That the County retirement contribution for the fiscal year ended June 30, 2010 shall be $18,336,000 (approximately $500,000 will be contributed by the Regional Medical Center) as recommended by our actuaries based on the Actuarial Valuation Report as of July 1, 2008, paid in installments as determined by the Director of Administration & Finance. Retirement expense shall be charged to operations at 7.25% of covered payroll to allocate the retirement contribution and 7.50% of covered payroll shall be charged to operations for retiree's insurance costs.

BE IT FURTHER RESOLVED, That the Wheel Tax is designated for Education and up to 50% shall be provided for School operating costs and the remainder for School debt. The actual amount for School operations shall be the total revenue budgeted in the Education Fund less actual revenue excluding the wheel tax in the Education Fund, not to exceed 50% of the wheel tax.

BE IT FURTHER RESOLVED, That no Assistant County Attorney or other person on the County payroll may represent an elected official in any suit or action against the County and that Elected Officials are authorized to retain outside counsel only for the purpose of filing and arguing salary petition(s) or amendments thereto provided that sufficient funds are available in

their budget for this purpose.

BE IT FURTHER RESOLVED, That the appropriation to the Regional Medical Center, Account No. 010-201201-8978, is intended to be applied first to the cost of treatment of inmates from the County, for which the Regional Medical Center is not entitled to other reimbursements, with the balance to be applied towards the care and treatment of other indigent patients.

BE IT FURTHER RESOLVED, That authority is granted to allow for the establishment of several Internal Service funds and Fiduciary funds which the Administration has deemed appropriate and required for the proper accounting of certain expenditures.

BE IT FURTHER RESOLVED, That the Mayor and the Director of Administration and Finance are directed to modify the budget of the Central Services Fund and Fleet Services in the Road and Bridge Fund as to revenue and expenditures each time that any department or office either increases or decreases the amount budgeted for related expenditures. In addition, amounts budgeted for central services in Central Operations may be moved to all departments within the Mayor's Administration and all accounts for interdepartmental billings may be reclassified to the prime account allocations and interdepartmental expenditures.

BE IT FURTHER RESOLVED, That all printing must be ordered through the County Print Shop.

BE IT FURTHER RESOLVED, That for grant funds the Mayor and the Director of Administration and Finance are authorized to reduce the budget whenever a contract is less than authorized budget.

BE IT FURTHER RESOLVED, That the Mayor and the Director of Administration and Finance are authorized to transfer funds between all offices, Elected Officials, and divisions within the Personnel and Operations & Maintenance categories in order to allocate the Personnel Restrictions and Operations & Maintenance Restrictions.

BE IT FURTHER RESOLVED, That the Administration shall maintain the salary budget for permanent positions by position and may transfer positions and amounts to or from Central Operations wherever needed as authorized by the committee established by the Hiring Freeze resolution adopted as resolution #12 on January 26, 2009. Temporary positions may be added or moved as necessary.

BE IT FURTHER RESOLVED, That Elected Officials with individually assigned county vehicles may continue to use such vehicles until June 30, 2010 and 2011 with the understanding that no new or replacement vehicles will be purchased individually for any elected official's personal use other than the Shelby County Mayor and Sheriff.

BE IT FURTHER RESOLVED, That 100 General Fund permanent employees shall be laid off on or before June 30, 2009 as listed in the attached Exhibit C by elected official in accordance the with Civil Service Merit Act's layoff procedures and the positions shall be eliminated from the FY2010 budget. Permanent positions that became vacant after March 1,

2009 may be counted. Each elected official may choose to reduce other budgeted costs equivalent to $55,250 per allocated position. Each elected official shall provide the Chief Administrative Officer a list of their positions to be laid off or other adjustments within seven (7) days of the date this resolution is approved. The Mayor and Director of Administration and Finance are hereby authorized to amend specific departmental budgets for these adjustments after they are received.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of the Division of Administration and Finance are authorized to issue their warrant or warrants for amounts not to exceed $1,177,660,484 **pursuant to the provisions of the Shelby County Operating Budget for Fiscal Year 2010 as set forth in "Exhibit A", as amended, 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

This resolution approves the FY2010 Operating Budget.

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
Summary of Adjustments to Budget for FY2010

Exhibit A

	In Thousands FY2010
Required to balance - proposed budget as submitted	7,593
Health Department - City funding cancelled	14,304
Add back expected City Funding for FY10	(5,000)
Increase requests - jail related items	2,000
Increase utilities	500
Judicial Commissioners, Baliffs & Security	143
Increase requests - Board of Equalization hearing officers	225
Eliminate raises	(6,687)
Hiring freeze savings	(3,000)
Reduce Cost of Southeast Library	(300)
Defer Lemoyne Owen grant	(500)
Sell Pyramid to City	(350)
Reduce Commission and Mayor's Contingencies by 50%	(500)
Reduce Travel by 50%	(285)
Reduce cell phones cost	(200)
Contract Corrections food services	(100)
Add Storm Water Fee	(400)
Additional Revenue from Skip Docket	(143)
Re-entry program revenue at 25%	(46)
Reduce Health Loop Funding	(2,000)
Juvenile Court - cost increase due to loss of IV-D contract	1,000
Juvenile Court Clerk - 4 employees for two new courts	200
Health Department reductions	(1,100)
Layoff of 100 employees by 6-30-09 at $42,500 average salary plus 30% benefits	(5,525)
Rounding and layoff contingency	171
Remainder required to balance	-

This summary is to be replaced with a detailed listing of all adjustments to the proposed budget.

Exhibit B

Shelby County Government
SPECIAL FUNDED PROJECTS AND COUNTY GRANTS
FY10 Operating Budget

DESCRIPTION	AMOUNT
Child Abuse Center	50,000
Map South Inc	50,000
Memphis Food Bank	40,500
Partners for the Homeless	40,500
CASA of Memphis and Shelby County	25,000
TOTAL GRANTS AND SPECIAL FUNDED PROJECTS	206,000

Exhibit C

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

	Budgeted Positions	Allocations
Mayor's Administration	796	27
Sheriff (1)	939	32
Judicial		
Chancery	25	1
Circuit	45	2
Criminal	95	3
General Sessions	185	6
Probate	13	0
Juvenile Court Clerk	91	3
Juvenile Court (2)	165	6
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	2,944	100

(1) Excluding Jail Operations and Jail East of 1,077
(2) Excluding 80 detention positions

ITEM LANGUAGE: Resolution approving Shelby County Government's operating budget for fiscal year 2010. Sponsored by Commissioner J. W. Gibson.
ITEM ID: 696

==========

STEP: Originator
DATE: 5/21/2009
ORIGINATOR: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/21/2009
APPROVER: mike.swift Phone Number:545-4269
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/21/2009
APPROVER: jim.huntzicker
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/21/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/21/2009
APPROVER: brian.kuhn
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/21/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/21/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/21/2009
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) June 1, 2009

A RESOLUTION approving a renewal of Lease Agreement in the amount of $179,820.00 with Nussbaum Properties, LLC for three years, commencing on July 1, 2009 through June 30, 2012 for office and clinic space at 757 Galloway, Memphis, TN 38105 for the operation of a public health WIC Immunization Clinic and Commodity Supplemental Food Warehouse, and appropriation of said funds. This item requires the expenditure of County General Funds in the amount of $107,892.00 and of State Grant funds in the amount of $71,928.00. 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: $_107,892.00__: County CIP Funds: $_____

State Grant Funds: $_71,928.00__ State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

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

Originating Department: __Division of Health Services – PHS Clinical 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 approving a renewal of Lease Agreement in the amount of $179,820.00 with Nussbaum Properties, LLC for three years, commencing on July 1, 2009 through June 30, 2012 for office and clinic space at 757 Galloway, Memphis, TN 38105 for the operation of a public health WIC Immunization Clinic and Commodity Supplemental Food Warehouse, and appropriation of said funds. This item requires the expenditure of County General Funds in the amount of $107,892.00 and of State Grant funds in the amount of $71,928.00. Resolution sponsored by Commissioner Joyce Avery.

WHEREAS, The Health Department desires to continue to lease property at 757 Galloway, Memphis, TN, 38105 to operate a Public Health WIC Immunization Clinic and Commodity Supplemental Food warehouse; and

WHEREAS, The Health Department and Nussbaum Properties, LLC., have prepared a renewal of lease for 18,750 square feet of office and clinic space at 757 Galloway, Memphis, TN, 38105 for a period of not more than three (3) years; and

WHEREAS, That Said renewal permits the County to terminate said lease for non-appropriation only at anniversaries of the County's taking possession of the leased premises.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the renewal of lease agreement with Nussbaum Properties, LLC herein above described be approved.

BE IT FURTHER RESOLVED, That the continuation of the said lease is subject to the conditions of the renewal and the appropriation of funds for future years by the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned agreement on behalf of the Shelby County Government, executed copies of which are to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That funds in the amount of $35,964.00 be appropriated from FY 2009-2010 Operating Budget Account No. 010-400582-6714 and funds in the amount of $23,976.00 be appropriated from FY 2009-2010 Operating Budget Account No. 215-400582-6714.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed $59,940.00 for the 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 SHEET

I. Description of Item

Request approval of a renewal of lease agreement and appropriation of funds in the amount of $179,820.00.

This renewal of lease agreement is between the Health Department and Nussbaum Properties, LLC, for 18,750 square feet of office and clinic space at 757 Galloway, Memphis, TN, 38105 for a period of not more than three (3) years. This space will continue to be used by the Health Department to operate a Public Health Clinic and Commodity Supplemental Food Warehouse.

II. Source and Amount of Funding

- **General Fund Clinical Services FY 09-10 Operating Budget**
  Account No. 010-400563-6714 **$35,964.00**
- **State Grant Fund (Tenndercare Program) FY 09-10 Operating Budget**
  Account No. 215-400582-6714 **$23,976.00**

III. Contract Items

A. This contract is for the renewal of a lease of 18,750 square feet of office and clinic space with a monthly rental as scheduled on the attached lease agreement for this resolution.

B. This lease agreement is for a period of not more than three (3) years commencing on July 1, 2009 through June 30, 2012. Total expenditures are not expected to exceed $179,820.00.

IV. Additional Information Relevant to approval of this item

- **Clinic has expanded services of public health.**
- **Clinic is a full-time (five {5} days a week) clinic.**
- **Staffing the Galloway Clinic or Warehouse does not require any additional employees.**
- **This property has been leased for the WIC and CSFP program since 1990.**

LEASE AGREEMENT

1. Parties This lease, dated the **24** day of **April, 2009** by and between Nussbaum Properties, LLC whose address is 1572 Two Place, Memphis, TN. 38116 (**mail rent payments to our lock box at Nussbaum Properties, P.O. 934622 Atlanta, Ga. 31193-4622**), hereinafter called Lessor and **Shelby County Government and** whose address is **160 North Mid America Mall, Memphis, TN 38103** hereinafter called Lessee,

WITNESSETH:

2. Considerations In part consideration of the altered Lease herein and their mutual covenants, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described herein.

3. Premises The leased premises, hereinafter called the Premises, are a part of Lessor's premises in the City of Memphis, Shelby County, Tennessee more particularly described as: **a one story warehouse building known as 757 Galloway containing approximately 18,750 sq. ft** and being a part of the premises described by legal description by instruments of record in the deed, mortgage and lease records of the County where situated, reference to which instruments is hereby made as fully as if copied verbatim herein; together with the use of the designated loading docks, parking lot, rail sidings and private railways, if serving this building.

4. Term The term of this lease is **three (3) years** commencing **July 1, 2009** and expiring **June 30, 2012**. If the parties agree that the commencement date of this lease shall be different from the stated commencement date, then they shall endorse such date upon a schedule to be made an exhibit to this lease and a part of this lease, ending shall be restated in accordance with such different date. This lease will automatically renew month-to-month unless either party gives at least 60 days advance written notice of termination or intent to move out as required by paragraph 40. Month-to –month rental is subject to the "holding over" provisions of paragraph 11.

5. Basic Rental Lessee agrees to pay to Lessor a total basic rental of **One Hundred Seventy-Nine Thousand Eight Hundred Twenty and no/100 Dollars ($179,820.00)** payable in advance monthly installments of **Four Thousand Nine Hundred Ninety-Five and no/100 Dollars ($4,995.00)** on the first day of each month.

6. ~~**Security Deposit**~~ ~~A security deposit equal to two month's rent shall be paid together with the first month's rent upon submission of this rental agreement to Lessor. Upon termination of this lease, or termination of any extensions of same, Lessee's security deposit will be returned to Lessee less any delinquent rent and holding, late fees, and/or costs incurred by Lessor to return property to the condition it was when rented by Lessee. Retention of the security deposit will offset but not eliminate payments due by Lessee to Lessor should the amount due be greater than the security deposit~~

7. Other Upon receipt of this properly executed lease, Lessor agrees to do the following:

- Install particle board over sheet rock that has been damaged by secretarial chairs in the reception area of the clinic.
- Paint above particle board baby blue.
- Have a professional carpet cleaning company steam clean a sample area in Cynthia Tharp's office.
- Upon written instructions from Shelby County, Lessor will either steam clean the exposed carpet in the area managed by Cynthia Tharp or install new carpet. (If Shelby county elects to have new carpet installed, Shelby County agrees to remove everything that is on the carpet to be replaced. Lessor's staff will give a best effort to remove old carpet and install new carpet over a weekend. Shelby County agrees to place everything back on the new carpet and to reinstall the computer network.)
- Lessor will install a wind curtain at the main entrance to the clinic.

8. Full Payment Without Set-Off The total rent due upon each due date shall be paid to Lessor. ~~and no set-off or counterclaims may be deducted by Lessee from the rentals due.~~ The burden of proof of full payment shall be upon Lessee.

9. Kind of Business Lessee shall occupy the premises throughout the full term of the lease and

the principal business to be conducted is **Health Department general offices, customer service, food storage and distribution.**

10. Assignment and Subletting This lease may not be assigned, and the premises may not be sublet, partially or fully, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the lease.

11. Holding Over In the event of holding over by Lessee after the expiration or termination of this Lease, the hold over shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as a rental for the period of such hold over an amount equal to one and one-half the rent which would have been payable by Lessee had the hold over period been a part of the original or renewal term of this Lease. Lessee agrees to vacate and deliver the leased premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the hold over period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided.

12. Lien for Payment of rent If the Lessee becomes ten or more days past due, Lessor shall have all of the rights provided for protection of landlord's interest and specifically a Landlord's lien on any improvement, furnishings, or fixtures of Lessee under local state law, specifically including a lien for payment of rental. To enforce such lien, Lessor may take and keep possession of all of Lessee's property and/or the contents of the leased premises; and may advertise and sell such property at public auction to satisfy said debt, without any process of law and in bar of redemption, provided that notice be posted on the premises and written notice be sent by certified mail to Lessee and any known creditors claiming any interest in such property at least ten days prior to the sale date.

13. Alterations and Repairs All alterations, additions, repairs, replacements and improvements made to or upon the premises during the term of the lease (including all heating and air conditioning, lighting and related improvements) shall become the property of the Lessor upon expiration of the lease, save and except, however, only those certain trade fixtures, machinery and equipment installed by Lessee solely for the use in his business which shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of the lease, provided the lease not then be in default, and provided the premises be returned to substantially the same condition as when let, ordinary wear and tear excepted. **See Addendum "A".**

No consent of Lessor for Lessee to make improvements or repairs to the premises shall be deemed to permit Lessor's interest to become subject to labor or material liens. Any alterations, changes, additions, or otherwise as herein referred to without limitation shall require prior written approval of Lessor, which approval shall not be unreasonably withheld, and in no event shall any changes or additions be made which would weaken the building, structure or premises.

14. Delivery at End of Lease Upon termination of the lease, by expiration of term, or otherwise, Lessee shall make good and redeliver as when leased to Lessor with in thirty days the premises in good working order (replace, repair and service), presentable readiness condition (remove, organize, dispose and clean), and secure (close, turn-off and lock-up). Redelivery (turnover) includes, but is not restricted to; interior divisional walls, doors, knobs and hinges, dock doors, rails, fasteners, bumpers and casements, floors and mounting hardware, columns and conduits, light fixtures, ballast and bulbs, heaters/air conditioners, thermostats, regulators, compressors, fans, belts, switches, and ducts, plumbing, toilet fixtures, reservoir and flushing components, hot water tanks, water fountains, sinks, faucets and drains, offices, windows, ceilings, un stained carpets and finished floor tiles, and all parking areas used by Lessee, and shall remain liable for held over rent until the premises shall be returned in such order to Lessor, ordinary wear and tear excepted.

15. Hazardous Materials Lessee shall not generate, use, store or dispose of any Hazardous Materials in or about the building. Hazardous Materials shall mean (a) "Hazardous wastes," as

defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (b) "Hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (c) "Toxic substances," as defined by Toxic Substance Control Act, as amended from time to time, (d) "Hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil, paint or other petroleum products, and (f) any substance whose presence could be detrimental to the building or hazardous to health or the environment. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of the Lease and arising from Lessee's breach of this paragraph. The indemnification obligation of Lessee pursuant to this paragraph shall survive termination or expiration of this Lease.

16. Lawful Use Lessee covenants that the premises shall be used only and exclusively for lawful purposes, and Lessee shall save and hold Lessor harmless from any loss, cost or liability arising out of Lessee's use of the premises in violation of any law, ordinance or regulation. Lessee covenants that no activity which is unlawful or a nuisance, or for any other reason which causes an extra premium to be paid by Lessor, or which shall be deemed hazardous by Lessor's insurance carrier shall be carried on or suffered to exist upon the premises. In the event Lessee's occupancy or use of the premises, for any reason causes an extra premium to be paid by Lessor; then the Lessee shall be solely responsible and shall reimburse Lessor for such extra premium within ten (10) days of demand thereof to Lessee by Lessor.

17. Cleanliness Lessee shall maintain a high degree of cleanliness and neatness in the building and on adjacent grounds, including loading docks, parking lots and rail sidings alongside of and in the vicinity of the building occupied by Lessee. If such cleanliness is not maintained to Lessor's satisfaction, Lessor may, upon advance written notice to the person in charge of Lessee's premises at **757 Galloway, Memphis, TN 38116** have the area cleaned and include in Lessee's rental charges the costs of such services.

18. Right of Entry Upon reasonable notice, Lessor and its agents may enter said premises at reasonable times to inspect, make repairs or additions, and within the last year of the lease term to show the premises to prospective tenants, provided Lessee's occupancy shall not be interfered with.

19. Utilities Lessor will supply Lessee with reasonable amounts of water for restroom use during the term of this lease at no additional charge to Lessee, however if facilities in the Lessee's leased space are found to be in need of service/repair, neglected or misused the Lessee will be billed for the overuse incrementally as compared with the average building use during the past six months. All other utilities will be the responsibility of Lessee.

20. Signs Unless otherwise agreed in this lease, Lessee shall not affix or attach any signs on the premises without consent in writing from Lessor, except that Lessee may employ modest signs for business identification only. Lessor will not unreasonably deny signage requests.

21. Improvements to be Made and Delivery of Premises If Lessor is to make any improvements prior to Lessee's occupancy, a separate Schedule A shall be attached and initialed by each party setting out the agreed improvements; in such event Lessor shall proceed diligently to make such improvements and Lessee acknowledges that the premises shall be acceptable when such improvements are made. If no Schedule A is attached, Lessee shall be deemed to have accepted the premises in their existing condition.

22. Upkeep of Premises Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises. Keep and maintain includes, but is not restricted to; interior divisional walls, doors, knobs and hinges, dock doors, rails, fasteners, bumpers and casements, floors and mounting hardware, columns and conduits, light fixtures, ballast and bulbs, heaters/air conditioners, thermostats, regulators, compressors, fans, belts, switches, and ducts, plumbing, toilet fixtures, reservoir and flushing components, hot water tanks, water fountains, sinks, faucets and drains, offices, windows, ceilings, unstained carpets and finished floor tiles, and all parking areas used by Lessee. Lessor shall maintain the sprinkler system, roof, foundations, and outside walls (not including doors and floors). However, Lessor shall not be obliged to make any repair unless it shall be notified in writing by Lessee of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair occasioned by Lessee's acts direct or indirect within the premises. Lessor shall not be liable for

any damage or loss in consequences of leaks, stoppage of water, sewer or drains or for any other defects about the building and premises, unless it shall have failed to repair the defect within a reasonable time following written demand of Lessee to do so.

23. Destruction by Fire, etc.
A. If the buildings situated upon the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

B. If the buildings situated upon the demised premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective with the date of such damage.

C. If the buildings situated upon the demised premises should be damaged by fire, tornado, or other casualty but not to such extent that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, this lease shall not terminate. But, Lessor shall at its sole cost and expense proceed with reasonable diligence to rebuild and repair such buildings, to substantially the condition in which they existed prior to such damage except that Lessor shall not be required to rebuild, repair or replace any part of the partitions, fixtures and other improvements which may have been placed on the demised premises by Lessee. If the demised premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be abated to the extent that the property is untenable. In the event that Lessor should fail to complete such repairs and rebuilding within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, Lessee may at its option terminate this lease by delivering written notice of termination to Lessor as Lessee's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

D. Any insurance that may be carried by Lessor of Lessee against loss or damage to the buildings and other improvements situated on the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

E. Lessor and Lessee hereby releases the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of Lessor and Lessee agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

24. Condemnation In the event of lessor's receipt of notice of a condemning authority's intention to take by eminent domain a substantial part of the property on which the leased premises are situated, either party may at any time thereafter, on at least six (6) months written notice to the other, terminate this lease. In the event of termination of this lease, Lessee shall have the right to remove all of his property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for tenant relocation by the condemning authority.

25. ~~**Tax Increases**~~ ~~Lessee shall pay any increase in real estate taxes or any special assessments imposed by reason of improvements made to the leased premises by or for the benefit of Lessee. Lessee shall also pay~~ ~~**_____ and _____ tenths** percent **(__.__%)** of the increase in real estate taxes and special assessments over those for the year **2008** imposed upon the entire premises, of what is known as the Galloway Complex, of which the leased premises are a part, whether such increase in annual taxes results from an increase in the tax assessment or the tax rate or the imposition of new and additional taxes. Payment under this clause shall be due within ten (10) days of delivery of notice thereof to Lessee.~~

26. ~~**Increased Insurance Premium**~~ ~~The rental being charged under this lease based upon Lessor's insurance premium rates in effect as of~~ **2008** ~~which shall hereinafter be referred to as the base rate. As further consideration for the use of the leased premises, the Lessee hereby agrees to pay as additional rental to Lessor during the terms of this lease or any extension of same, Lessee's pro rata share of any increase in Lessor's insurance premiums over the base rate. Any increase is to be paid at the time a bill for same is presented to the Lessee.~~

27. Damages and Accidents Unless damage is the result of a negligent act or omission of the Lessor, Lessee agrees to hold harmless and indemnify Lessor from and against any liability, damage, or loss without limitation whatsoever, including counsel fees incurred in good faith by the Lessor, arising out of any cause directly or indirectly associated with Lessee's business or use of the premises. ~~In addition, Lessee agrees to provide public liability insurance naming Lessor as additional insured to protect Lessor from risk customarily covered by such insurance, in amounts not less than $2,000,000 per occurrence with a waiver of subrogation clause as to Lessor, Lessee shall provide to Lessor copies of said insurance policies or certificates of insurance evidencing the foregoing in companies and form acceptable to Lessor and shall keep and maintain same in effect during the term, extension or renewal of this lease.~~

28. Default by the Lessee Default on the part of Lessee in keeping or performing any term or condition hereunder shall authorize Lessor, at its option, and upon ten (10) days written notice thereof to Lessee to declare this lease terminated by default of Lessee. Upon such occurrence, Lessor may immediately re-enter the premises and take possession of all personal property therein found without legal process or liability, also upon such default, all rentals due hereunder for the balance of the term of this lease shall become immediately due and payable, but Lessee shall remain obligated to keep and perform each other term and condition other than the payment of rentals and continued occupancy, and shall be liable for additional damages for failure to keep any such term and condition. However, in the event of default, Lessor shall attempt to relet the premises to some other tenant and shall, after first recouping all expenses and remodeling cost incurred incident to the reletting, then refund to Lessee monthly rentals collected up to the Lessee's regular monthly rental, provided Lessor shall have collected a single, accelerated lump sum of rental as contemplated in Paragraph 5.

29. Non-waiver Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any default at any time; no waiver of any default shall alter Lessee's obligations under the lease with respect to any other existing or subsequent default.

30. ~~**Bankruptcy or Insolvency of Lessee**~~ ~~In the event of the filing of any petition for bankruptcy or receivership relating to the Lessee, unless dismissed in twenty-one (21) days, or in the event of any assignment of Lessee's assets for the benefit of creditors, then Lessor shall have the right on thirty (30) days notice to terminate the lease irrespective of whether rental payments shall then be in default.~~

31. Attorney's Fees and Interest In the event it becomes necessary for Lessor **or the Lessor as the case may be** to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the Lessee **or Lessor as the case may be,** shall be liable for reasonable attorney's fees, costs, and expenses incurred by the **other party**. ~~In addition, Lessee shall be liable for interest at eighteen per cent (18%) per annum on the sum determined to be due by reason of breach of this lease, such interest to run from the date of breach of the lease.~~ **The prevailing party shall be reimbursed attorney fees as determined by ruling in a court of competent jurisdiction. This reimbursement shall be limited to a maximum of $15,000 per occurrence.**

32. Commissions This lease was negotiated by Warehouse Connection ® LLC/Michael J. Nussbaum as Agent for the Lessor and **Shelby County represented itself.** Lessor agrees to pay said Agent the usual commission as agreed for services in negotiating this lease; also to pay said Agent the usual commission for any renewal or extension of the lease that may be entered into between the Lessor and Lessee, or Lessee's assigns, covering the within leased premises, provided the Agent is actively engaged in the renewal or extension negotiations; subject to provisions of Agent's Employment Contract with Lessor.

33. Quiet Possession In consideration of the covenants and agreements herewith contained,

Lessor agrees to warrant and defend Lessee in the quiet and peaceful possession of the said premises during the term of this lease. Lessee agrees to maintain quite and peaceful activities during normal business hours and not to interfere with other tenant's business activities or encroach on assigned parking spaces.

34. Entirety of Understanding in Written Lease It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, that this lease supercedes and voids all prior proposals, letters and agreements, oral or written, and that no modification or alteration of the lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the state where the leased premises are situated applies.

35. Special Provisions

A. Covenants Run to Heirs, Etc. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

B. Plate Glass Lessee is responsible to maintain all plate glass. This includes replacing any plate glass that is broken, cracked, or damaged.

C. Right to Terminate Not Exclusive The right in the Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have.

D. Outside Storage, Trash, Etc. Lessee agrees not to store any merchandise crates or materials of any kind outside the leased building. Lessee further agrees not to burn trash or other substances on the leased premises. All trash shall be kept in metal containers with metal tops which must be kept painted. Their design and location on the premises must be approved by Lessor. In the event the Lessee shall be in default in the requirements of this paragraph then, after written notice to Lessee of the default and expiration of five (5) days from the date of said written notice, the Lessor may remedy such default at the Lessee's expense, and such expense shall be treated as additional rental owing by the Lessee to the Lessor which shall promptly be paid by Lessee upon presentation of a bill or statement for same by Lessor to Lessee.

E. Covenants Run With Land, Etc. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained (including the agreement to pay real estate agents commissions, shall be taken, deemed and treated as covenants running with the land) and shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto, the same as if they were in every case named and expressed; also that the term "Lessor" and "Lessee" shall be construed in the singular or plural number according as they represent one or more than one person.

F. Subrogation Lessor and Lessee hereby waive any and all right of subrogation which they may have against the other for any losses paid to them on policy or policies carried on the property to the extent permitted by the term of such policy or policies.

G. Subordinate to Lease Upon receipt of a nondisturbance agreement and at the option of Lessor's mortgagee, the Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which the Lessor may have placed or may hereafter place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance whenever made, superior and prior to this lease.

H. Air conditioning In the event the premises have air-conditioning installed therein on the date of this lease, the Lessor represents that on the commencement date of this lease such air-conditioning system shall be in good operating condition; provided, however, that during the

term of this lease Lessee shall at its sole cost and expense maintain such system in good operating condition, shall make all necessary repairs and replacements and upon termination of this lease shall deliver such system to Lessor in good operating condition.

I. Employing Lessor In the event that the Lessor is employed by the Lessee regarding any alterations, additions, repairs, replacements or improvements to be made within the leased premises, other than those specified in covenant 22 (Upkeep of Premises) of the lease, as the responsibility of the Lessor; then the Lessee shall be solely responsible and shall pay Lessor for such services within ten (10) days of demand thereof to Lessee by Lessor.

36. Late Charges A late charge shall be incurred and paid by Lessee on any installment of rent which is not paid to Lessor on the date due. Said late charge represents liquidated damages incurred because of the failure of tenant to pay rent when due. Said late charge shall be in the amount of 5% per month of the overdue rent and shall accrue monthly on unpaid balance until paid in full. This shall also apply also to any installments of rent paid by check, if said check is dishonored by a bank upon presentation.

37. Sprinkler System Fire Protection It is specifically understood and agreed that Lessee shall keep the temperature at the entire premises sufficiently high throughout same to prevent freezing of any piping, sprinkler and/or fixtures, In the event of freezing of any piping, sprinklers and/or fixtures, Lessee shall immediately repair and replace all of same and any resultant damage at Lessee's sole cost and expense to the satisfaction of Lessor, or failing to do so, Lessor may, but shall not be required to do so, repair and replace same at Lessee's sole cost and expense. In the latter event, Lessee shall immediately reimburse Lessor for all cost and expenses so incurred by Lessor's demand. In either event, Lessee's failure to repair and replace, or to reimburse Lessor, as the case may be, shall, at Lessor's option, be a breach of this Lease. Lessee is responsible for any required fire protection and monitoring systems installation and maintenance for lessee's leased space.

38. Pests Lessee covenants that it will, at it's own expense take such steps as shall be reasonably necessary or required by law, to keep the premises free of roaches, rodents, insects, termites, and other pests, and that Lessor shall not be liable for any damage caused thereby.

39. Robbery Lessee agrees to be responsible for any and all damage to said leased premises resulting from robbery or burglary. Lessee covenants that should the doors, roof, window frames, glass or exterior be damaged by persons breaking, or attempting to break, into the premises, or by vandals, any and all damage to said premises caused thereby will immediately be repaired by Lessee at his expense.

40. Move-out Notice Before moving out, Lessee must give Lessor advance written notice. Move-out notice will not release lessee from liability for the full term of the lease contract or any renewal term. Lessor must receive sixty days written advance notice of lessee's move out date. Oral move out notice will not be accepted and will not terminate your lease contract. Your move out notice must not terminate the lease contract sooner than the end of the lease term or renewal period. You must obtain from Lessor a written acknowledgement that Lessor has received your move-out notice.

IN WITNESS WHEREOF, the parties have hereunto executed the lease the date and year above written.

LESSEE: Shelby County Government	**LESSOR:** Nussbaum Properties, LLC.
Signature: _____	**Signature:**_____
Title: _____	**Title: Chief Manager**
Print Name: _____	**Name: M. J. Nussbaum**
Date: _____	**Date:** _____

Tenant Instructions

1. Enclosed are two copies of your lease. Please initial each page and sign both.
2. Mail both copies of the signed lease to:

   Nussbaum Properties, LLC
   1572 Two Place
   Memphis, TN 38116

   We will execute all documents. One lease will be returned to you for your files.

Things to Remember

1. Mail your rent payments and security deposit to Nussbaum Properties, LLC, P.O.Box 934622, Atlanta, Ga. 31193-4622.
2. If you forget the mailing address for your rent checks, it is in the fourth line of your lease.
3. Rent payments are due in advance. Your rent payment should arrive at our lockbox before the month for which you are paying.
4. Warehouse Connection is a subsidiary of Nussbaum Properties and is the property manager of the property. Please contact Warehouse Connection in Memphis at 901-578-2780 with any questions or problems regarding your lease. Joe Thornton is the property manager of Warehouse Connection.

Commitment

"Simply the Best" is our company motto. It is our objective to be "Simply the Best" landlord and property manager in the Memphis area. Mr. Thornton heads a full-time response team to meet our tenants needs.

If you feel that you have received service that was not "Simply the Best", please call our owner. Mike Nussbaum can be reached at 901-578-2780.

Thank you

Thank you for choosing Nussbaum Properties and Warehouse Connection. We hope to have a long and mutually profitable and enjoyable relationship.

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.

Project Name: Nussbaum Properties, LLC Case# _____

Developer Name: _____

	NAMES	ADDRESSES
CURRENT OWNERS	Mike Nussbaum	1572 Two Place, Memphis, TN 38116
	Joyce Nussbaum	1572 Two Place, Memphis, TN 38116
	Alexis Nussbaum	1572 Two Place, Memphis, TN 38116
	Natalie Nussbaum	Chicago, IL
	Michael Nussbaum	Atlanta, GA
	Ralph & Dona Nussbaum	Lubbock, TX

NON-INSTITUTIONAL LENDERS INCLUDING SELLER(S) IF THE PENDING SALE IS OWNER FINANCED

ITEM LANGUAGE: A RESOLUTION approving a renewal of Lease Agreement in the amount of $179,820.00 with Nussbaum Properties, LLC for three years, commencing on July 1, 2009 through June 30, 2012 for office and clinic space at 757 Galloway, Memphis, TN 38105 for the operation of a public health WIC Immunization Clinic and Commodity Supplemental Food Warehouse, and appropriation of said funds. This item requires the expenditure of County General Funds in the amount of $107,892.00 and of State Grant funds in the amount of $71,928.00. Resolution sponsored by Commissioner Joyce Avery.
ITEM ID: 683

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STEP: Originator
DATE: 5/15/2009
ORIGINATOR: tracey.knox Phone Number:544-7585
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/15/2009
APPROVER: johnathan.russell Phone Number:544-7585
DECISION: APPROVE - Send To Division Director

STEP: Division Director
DATE: 5/15/2009
APPROVER: yvonne.madlock
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/18/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/18/2009
APPROVER: mary.bright
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/18/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Assistant Finance Administrator
DATE: 5/19/2009
APPROVER: raymond.pipkin
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/20/2009
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.

_____
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
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261—98 Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes. 803.5.1
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ADD
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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

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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 4 – Law Enforcement, Fire, Corrections & Courts

For Commission Action on 6/1/09

DESCRIPTION OF ITEM:

A RESOLUTION APPROVING THE RENEWAL OF SERVICES FOR AUTOMOTIVE BODY REPAIRS OF FLEET VEHICLES IN THE AMOUNT OF $130,000.00 FOR THE SHELBY COUNTY SHERIFF'S OFFICE ORIGINALLY AWARDED BY SEALED BID #I001385 AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES THE EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF $130,000.00. 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: $130,000.00 ; 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: Shelby County Sheriff's Office

APPROVAL:

Dept. Head: Kimberly Hackney 545-5772 __________\ _____
(Print your name & phone #.) (Initials) (Date)

Elected Official: Sheriff Mark H. Luttrell Jr. 545-5503 __________\ _____
(Print your name & phone #.) (Initials) (Date)

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

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

ITEM NO: _____ PREPARED BY: Maurice D. Denbow_

APPROVED BY: _____

A RESOLUTION APPROVING THE RENEWAL OF SERVICES FOR AUTOMOTIVE BODY REPAIRS OF FLEET VEHICLES IN THE AMOUNT OF $130,000.00 FOR THE SHELBY COUNTY SHERIFF'S OFFICE ORIGINALLY AWARDED BY SEALED BID #I001385 AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES THE EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF $130,000.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The Shelby County Sheriff's Office has a need to maintain sound repair of an automotive fleet by ensuring professional automotive body repairs are conducted; and

WHEREAS, On August 18, 2008, the Shelby County Board of County Commissioners adopted by resolution the award of Sealed Bid #I0013855 in the amount of $130,000.00 to provide vehicle body repairs to Dick Diggons Body Works, Inc. for the time period of July 1, 2008 through June 30, 2009; and

WHEREAS, Sealed Bid #I001385 allows for two (2) additional one (1) year renewal periods beginning July 1, 2009 for the current vendor to provide body repair services under the same terms and pricing; and

WHEREAS, The Shelby County Sheriff's Office recommends approval of the a renewal for said services, as outlined in Sealed Bid #I001385, for the period of July 1, 2009 through June 30, 2010, with an option for one additional renewal period from July 1, 2010 through June 30, 2011; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the renewal of services awarded via Sealed Bid No. I001385 for automotive body repair to Dick Diggons Body Works, Inc., is hereby approved for the FY 2009-2010 and FY 2010-2011, provided the amount is not to exceed $130,000.00 for each renewal and the renewal for FY 2010-2011 is mutually agreeable by the parties and subject to the adoption of the fiscal year operating budget by the Board of Commissioners.

BE IT FURTHER RESOLVED, That the funds for the FY 2009-2010 renewal be and are hereby appropriated.

BE IT FURTHER RESOLVED, That the Shelby County Purchasing Department is hereby authorized to issue purchase orders to Dick Diggons Body Works, Inc. for said services.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed $130,000.00 per renewal period for the purposes contained in this resolution to procure automotive body repair services 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

The Shelby County Sheriff's Office operates a vehicle fleet on a nonstop basis. Due to the increased usage through constant operations, fleet vehicles sustain minimal damage routinely and serious body damage sporadically. In order to maintain a sound fleet of response vehicles with a professional appearance, the Shelby County Sheriff's Office has a need to maintain access to a contracted, professional vendor to perform automotive body repairs.

Dick Diggons Body Works, Inc. was awarded the bid for July 1, 2008 through June 30, 2009, via resolution adopted on August 18, 2008. The bid award has 2 one-year renewal options allowing the Sheriff's Office to hold pricing at the same rates for the next 2 years. The Resolution approves the renewal for FY 2009-2010 and authorizes the parties to renew services for FY 2010-2011 if agreed upon by the parties.

II. Source and Amount of Funding

FY 2009-2010 Operating Budget
#031-610202-6783
$130,000.00

III. Contract Items

Sealed Bid number I001385, dated May 9, 2008 and Resolution adopted August 18, 2008.

IV. Additional Information Relevant to Approval of this Item

The Shelby County Sheriff's Office recommends approval of this resolution to renew services outlined in Sealed Bid I001385.

ITEM LANGUAGE: A RESOLUTION APPROVING THE RENEWAL OF SERVICES FOR AUTOMOTIVE BODY REPAIRS OF FLEET VEHICLES IN THE AMOUNT OF $130,000.00 FOR THE SHELBY COUNTY SHERIFF'S OFFICE ORIGINALLY AWARDED BY SEALED BID #I001385 AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES THE EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF $130,000.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.
ITEM ID: 673

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STEP: Reviewer
DATE: 5/5/2009
REVIEWER: kim.hackney-545-3060
DECISION: Return To Originator

STEP: Elected Official
DATE: 5/5/2009
APPROVER: m. luttrell-by h. kennedy
DECISION: APPROVE - Send To Attorney

STEP: Attorney Gatekeeper
DATE: 5/6/2009
APPROVER: edna.ward
DECISION: Send To Attorney

STEP: Attorney
DATE: 5/6/2009
APPROVER: mary.bright
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/7/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Assistant Finance Administrator
DATE: 5/8/2009
APPROVER: raymond.pipkin
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/8/2009
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 Huntzicker	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: _____

Third 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.

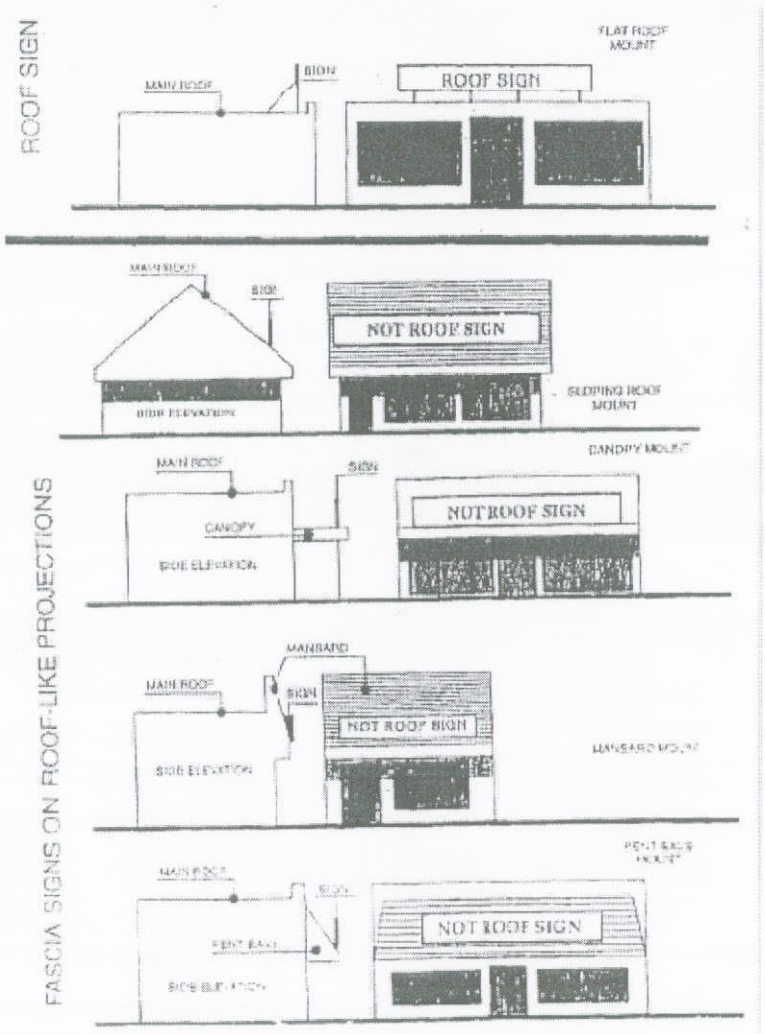


Figure 1 Comparison-Roof and Wall or Fascia Signs

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.

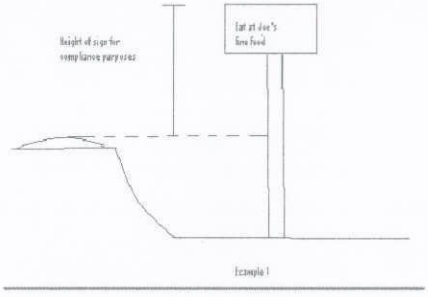
The permitted sum of the area of all individual detached signs on a zoning lot shall be computed by multiplying the zoning lot foot frontage (F) times (x) the appropriate multiplier (M) shown in Table 1, Detached Sign Area and Height and Table 2, Integrated Center Sign Area and Height, set out at the end of this chapter, for the type of street on which the lot is

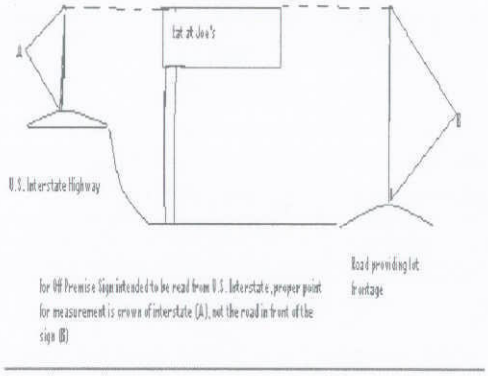
located. When a particular lot abuts two or more streets, the area for a sign(s) shall be computed on a basis of a single street frontage calculated from the intersection of the two street right-of-way lines.

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.





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.

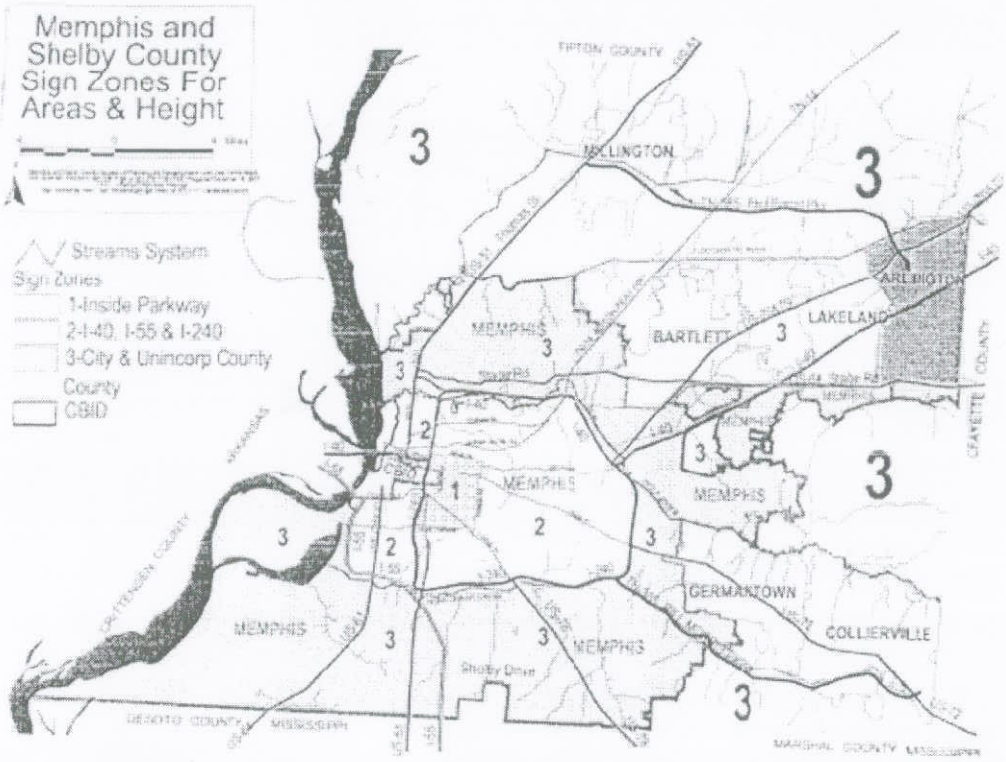
2) Minimum 40 feet of frontage required, except that 100 feet is required for pole signs along Controlled Access Roads.

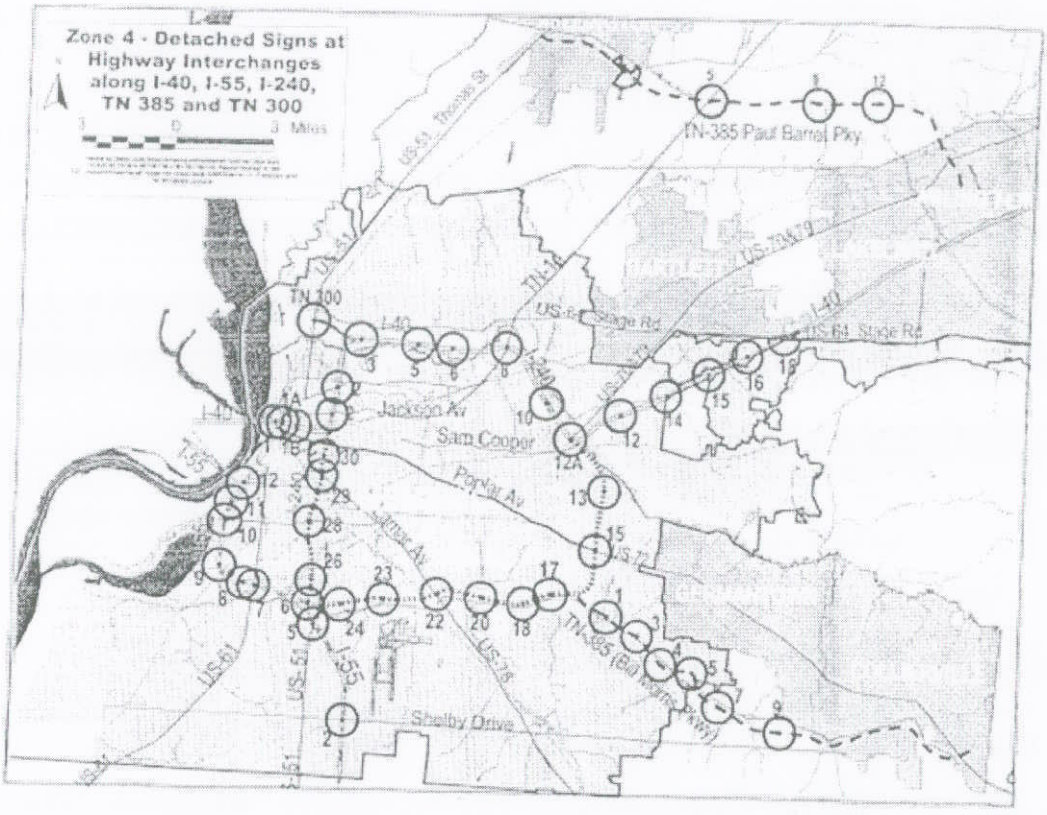
* As shown on Map #1.

** 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
CRITTENDEN COUNTY
CFAYETTE 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.

Item _____ Prepared by: _____

Commissioner Ritz Approved by: _____
Shelby County Attorney

Resolution directing Office of Planning and Development to study alternative methods other than the Federal Census to amend Resolution No. 31 adopted on January 24, 2000, Resolution No. 32 adopted on March 13, 2000, Resolution No. 1 adopted on April 25, 2002, and Resolution No. 1 adopted on March 24, 2004 establishing Redistricting Plan for the Shelby County Board of Education pursuant to the provisions of Tennessee Code Annotated Section 49-2-201 in order to adopt a plan consisting of seven members and seven districts of substantially equal population comprising the areas of Shelby County outside the City of Memphis.
Sponsored by Commissioner Mike Ritz.

WHEREAS Most, if not all of the county's suburban cities have accomplished at least one special population census since the 2000 Federal Census; and

WHEREAS, Tennessee Code Annotated Section 49-2-201 requires that county boards of education be elected by the people; and

WHEREAS, Tennessee Code Annotated Section 49-2-201 further provides that members of county board of education shall be residents of and elected from districts of substantially equal populations established by resolution of the local legislative body; and,

WHEREAS, Population growth within the districts has altered the composition of certain districts so that they are no longer each of a substantially equal population; and

WHEREAS, The next Federal Census will not occur until 2010 and alternative methods on which reapportionment may be based need to be studied; and

WHEREAS, The Board of Commissioners of Shelby County, Tennessee, reviewed and adopted as Resolution No. 31 on January 24, 20000, and amended by Resolution No. 32 adopted on March 13, 2000, Resolution No. 1 adopted on April 25, 2002 and Resolution No. 1 adopted

on March 24, 2004, a plan to redistrict the region currently served by Shelby County Schools into seven districts; and

WHEREAS, It is necessary to revise the plan approved on January 24, 2000, and subsequently amended on March 13, 2000, April 25, 2002 and March 24, 2004, with a revised plan which complies with the state law.

NOW THEREFORE BE IT RESOLVED by the Shelby County Board of Commissioners of Shelby County, Tennessee, That the Office of Planning and Development be directed to studying methods or reapportionment of school districts which are not dependent upon the next Federal Census which is not scheduled to take place until 2010; and

BE IT FURTHER RESOLVED, That the Office of Planning and Development submit these studies of alternative methods to the Board of County Commissioners as early as possible; and

BE IT FURTHER RESOLVED That the Board of County Commissioners intends to redistrict the unincorporated county prior to the 2010 county elections.

_____
AC Wharton, Jr.
Shelby County Mayor

Date :_____

ATTEST:

_____
Minutes Clerk
Shelby County Board of Commissioners

ADOPTED: _____

legislat/Ritz/Resolution Schools OPD Redistricting alternatives

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

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee ECONOMIC DEVELOPMENT

For Commission Action on *JUNE 1, 2009*

RESOLUTION TO APPROVE AN AGREEMENT TO RECOUP THE COST OF PROVIDING IMPROVEMENTS, FACILITIES AND SERVICE TO NATIONAL CHURCH RESIDENCES OF MEMPHIS (Newberry Heights), a Tennessee not-for-profit corporation, **AS REQUIRED BY APPLICABLE TAX EXEMPTION STATUTE, Tenn. Code Ann.** §67-5-207, et seq., **AT AN AMOUNT OF $5 PER UNIT PER MONTH.**

SPONSORED BY COMMISSIONER JAMES M. HARVEY

CHECK ALL THAT APPLY BELOW:

__Y__ 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: County Attorney

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:			
Division Director:	**James F. Huntzicker**		5/20/09
CIP – A&F Director:			
Finance Dept.	Mike Smith (Richards 5/20/09)	MAS	5/21/09
County Attorney:	THOMAS WILLIAMS	JEW	20/2009
CAO/Mayor:	**James F. Huntzicker**		5/21/09

SUMMARY SHEET

I. Description of Item:

RESOLUTION TO APPROVE AN AGREEMENT TO RECOUP THE COST OF PROVIDING IMPROVEMENTS, FACILITIES AND SERVICE TO NATIONAL CHURCH RESIDENCES OF MEMPHIS (Newberry Heights), a Tennessee not-for-profit corporation, **AS REQUIRED BY APPLICABLE TAX EXEMPTION STATUTE, Tenn. Code Ann.** §67-5-207, et seq., **AT AN AMOUNT OF $5 PER UNIT PER MONTH.**
SPONSORED BY COMMISSIONER JAMES M. HARVEY

II. Source and Amount of Funding:

Recoupment of Costs Agreement will reimburse Shelby County for cost of providing improvements, facilities and services to the housing development concurrent with the State Board of Equalization ("SBOE") approval of tax exempt status, which is conditioned upon National Church Residences of Memphis providing permanent housing to low income elderly, handicap and homeless residents.

III. Contract Items:

Tenn. Code Ann. §67-5-207(a)(2) requires any qualified project that receives a tax exemption to pay any local government for improvements, facilities and services rendered. Governments are limited to charging no more than the actual costs of providing the improvements, facilities and services. The project must be exempt from federal taxes under the Internal Revenue Code, and must provide housing under federal HUD, HCD, McKinney-Vento Homeless Acts, HOME Investment Partnerships Program, or the state-funded Housing Opportunities (HOUSE) Program. The SBOE staff deemed the initial cost determination to be solely a local matter consistent with the statute.

IV. Additional Information Relevant to approval of this item:

Previously, the City of Memphis and Shelby County, by inter-government agreement, charged this type housing project a total fee of Ten ($10) Dollars per unit per month divided either equally or 60/40 to the City and County. The City of Memphis delegated its authority to enter into these agreements to the City's HEHFB by Item 57, Resolution on December 4, 2007. The City also unilaterally changed the methodology and rate of cost to 25% of the amount that the ad valorem realty taxes would have been.

The County Commissioners clarified its County-only recoupment of services policy by Resolution dated March 16, 2009 at $5 per month per unit. This rate is consistent with the approval of a project on October 6, 2008. This going forward rate is applicable to this and similar projects. Projects must qualify and remain exempt-eligible by complying with state and federal discrimination laws, or may be revoked under T.C.A. §67-5-212.

ITEM #_____ PREPARED BY: THOMAS WILLIAMS

COMMISSIONER_____ APPROVED BY: THOMAS WILLIAMS

RESOLUTION TO APPROVE AN AGREEMENT TO RECOUP THE COST OF PROVIDING IMPROVEMENTS, FACILITIES AND SERVICE TO NATIONAL CHURCH RESUDENCES OF MEMPHIS (Newberry Heights), a Tennessee not-for-profit corporation, **AS REQUIRED BY APPLICABLE TAX EXEMPTION STATUTE, Tenn. Code Ann.** §67-5-207, et seq., **AT AN AMOUNT OF $5 PER UNIT PER MONTH**
SPONSORED BY COMMISSIONER JAMES M. HARVEY

WHEREAS, T.C.A. §67-5-207 states that property of Tennessee not-for-profit corporations either financed under Section 202 of the National Housing Act of 1959, or McKinney-Vento Homeless Assistance Act, or funded under the HOME Investment Partnership Program and used for housing for low income elderly, handicapped, or homeless persons may be exempted from real property taxes, as long as such property complies with the provisions of said Section; and

WHEREAS, T.C.A. §67-5-207(a)(2) provides for recoupment of the cost of providing improvements, facilities and essential services in lieu of real property taxes from these housing developments that are granted an exemption under this Section by the State of Tennessee Board of Equalization, in amounts not to exceed the estimated costs incurred by municipalities or counties to provide the improvements, facilities and/or services to the exempt property; and

WHEREAS, National Church Residences of Memphis is a Tennessee not-for-profit corporation owning real property located at 5819 Newberry Ave, Memphis, Shelby County, Tennessee, operating as Newberry Heights (the "Property"), and has applied to the State Board of Equalization for an exemption from real property taxes for the Property, and said exemption is conditioned upon certain conditions, including filing of a prior agreement for payment in lieu of real property taxes to the County; and

WHEREAS, the Board of Commissioners adopted a Resolution on March 16, 2009 reaffirming its past practice and clarifying its going forward policy to charge each low income housing project under T.C.A. §67-5-207 a cost of Five ($5) Dollars per unit per month to recoup its costs for improvement, facilities and services provided to such projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SHELBY, TENNESSEE, that:

1. The Agreement to Recoup the Cost of Providing Improvements, Facilities and Services to National Church Residences of Memphis for the Newberry Heights Project is hereby approved at a rate of Five ($5) Dollars per unit per month. (attached as "Exhibit A")

2. Beginning with the effective date of the real property exemption for the Property granted by the State Board of Equalization, National Church Residences of Memphis shall pay to the County taxing authority for each calendar year (and pro rata for any part of a calendar year for which the tax exemption is in effect) an amount equaling the estimated costs incurred by the County to provide improvements, facilities and/or services to the Property, equal to Five ($5) Dollars per unit per month as of the effective date of this agreement in lieu of real property taxes.

3. Within thirty (30) days of the granting of the tax exemption, National Church Residences of Memphis shall pay to the County all outstanding real property taxes on the Property for periods prior to the date of the exemption, if any.

4. Subject to Paragraph 5 below, the recoupment of costs required by this agreement are to be made on or before February 28th of each year. Any payments in lieu of tax not made when due shall thereafter bear interest at the highest rate allowable under applicable law.

5. The recoupment of costs provided for herein shall continue to be due and

payable in the amounts specified herein until the date on which the Property is no longer eligible for real property tax exemption under T.C.A. §67-5-207.

6. The parties to this Agreement acknowledge that the County's costs to provide improvements, facilities and/or services to the Property may become greater than the amount of the recoupment of costs made pursuant to this Agreement, and that such costs may increase substantially during the time the Property is entitled to exemption from real property taxes. In consideration of the agreement by the County to accept these payments in lieu of real property tax, and in order to lessen the burden on the County of providing improvements, facilities or services to the Property, Inc, then National Church Residences of Memphis shall cooperate fully with the County to re-negotiate the terms of this agreement every three (3) years from the date of this agreement.

7. The parties agree that the recoupment of costs provided for herein are entirely separate from, and in addition to, any payments that may be required for garbage fees, sewer fees or other similar fees that may be imposed on all residents of the County in the future.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

9. **BE IT FURTHER RESOLVED**, That the County Mayor is hereby authorized to execute all documents necessary to rescind any prior approval of an Agreement to recoup the cost of providing improvements, facilities and services for National Church Residences of Memphis housing facility at 5819 Newberry Ave., and the Mayor is further authorized to enter an Agreement for the same purpose at a cost recoupment rate of Five ($5) Dollars per unit per month. Said Agreement is attached hereto as "Exhibit A".

_____
A C Wharton, Jr., Shelby County Mayor

Date:_____

ATTEST:_____
Clerk of County Commission

ADOPTED:_____

AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS AGREEMENT is made and entered into by and among National Church Residences of Memphis, a Tennessee not-for-profit corporation, for the operation of Newberry Heights (the "Property"), and the County of Shelby (the "County"), on this the _____ of _____, 2009, for payments by National Church Residences of Memphis allowing the County to recoup the County's costs of providing improvements, facilities and services to National Church Residences of Memphis in-lieu-of real property tax, said Agreement effective upon tax exemption by the State of Tennessee. This Agreement is void unless and until said exemption is granted by the State of Tennessee.

WHEREAS, National Church Residences of Memphis is the owner of a certain parcel of real property particularly described in collective attachments hereto, which property is located at 5819 Newberry Avenue, Memphis, Shelby County, Tennessee, and which is identified in the office of the County Assessor under Tax Parcel Number 0934000000224C (the "Property"); and

WHEREAS, the Property is improved as a 49 rental unit apartment building for elderly and handicapped persons, and includes one manager's unit, and operates either under a grant from the Memphis Div. of Housing and Urban Development's HUD 202 Program, or is authorized by Title IV of the McKinney-Vento Homeless Assistance Act and 24 CFR Part 582 for HUD funded rental assistance, or is subject to a Federal Home Loan Bank (Federal Housing Finance Board) grant and/or federal grant or loan, and is located on the Property described in the enumerated exhibits hereto; and

WHEREAS, T.C.A. Section 67-5-207 exempts from real property taxes property of Tennessee not-for-profit corporations qualifying under HUD 202 Program, the McKinney-Vento Act and HOME Investment, or a Federal Home Loan Bank (Federal Housing Finance Board) grant and/or loan upon compliance with law and the State Board of Equalization ("SBOE") rules; and

WHEREAS, T.C.A. Section 67-5-207(a)(2) provides for payments in lieu of real property taxes to be made by property owners granted an exemption under this Section in amounts not to exceed the estimated costs incurred by municipalities or counties to provide improvements, facilities and/or services to the property upon exemption; and

WHEREAS, National Church Residences of Memphis has applied to the SBOE for an exemption from real property taxes for the Property, and said exemption would be conditioned upon certain conditions, including the filing of an agreement with the State Board of Equalization for payments allowing local governments to recoup costs of improvement, facilities and services; and

WHEREAS, the County agrees that National Church Residences of Memphis complies with the conditions and intent of the statute, and that the Property and its intended use complies with the provisions of T.C.A Section 67-5-207; however, the exemption of the Property is subject to the determination of the State Board of Equalization. Therefore, this

EXHIBIT
A

Agreement to reimburse the County for improvements, facilities and services is conditioned upon the approval of the exemption. Otherwise, unless the Property is otherwise exempted under some other means, including a PILOT agreement and leaseback by a governmental entity, then the normal taxes shall apply; and

WHEREAS, National Church Residences of Memphis and the County desire to enter this Agreement requiring National Church Residences of Memphis to reimburse the County for improvements, facilities and services provided to the Property in accordance with T.C.A. Section 67-5-207(a)(2).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET OUT HEREIN, the receipt and sufficiency of such being hereby acknowledged, the parties agree as follows:

1. Beginning with the effective date of the real property exemption for the Property granted by the State Board of Equalization, National Church Residences of Memphis shall pay to the County for each calendar year (and pro rata for any part of a calendar year for which the tax exemption is in effect) the total sum of **$2,940** (an amount equal to Five ($5) per month per unit) to reimburse the County for the costs of providing improvements, facilities and services to the exempt Property. Any non-exempt property shall be regularly assessed.

2. Within thirty (30) days of the granting of the tax exemption by the SBOE, National Church Residences of Memphis shall pay to the County all outstanding real property taxes on the Property for periods prior to the date of the exemption, if any.

3. Subject to Paragraph 4 below, the recoupment cost or payment in lieu of tax required by this Agreement are to be made on or before February 28th each year. Any payments in lieu of tax not made when due shall thereafter bear interest at the highest rate allowable under applicable law.

4. The payments in lieu of tax provided for herein shall continue to be due and payable in the amounts specified herein until the date on which the Property is no longer eligible for real property tax exemption under T.C.A. Section 67-5-207.

5. The parties to this Agreement acknowledge that the costs to the County to provide improvements, facilities and/or services to the Property may be greater than the amount of recoupment specified herein or as amended or modified pursuant to this Agreement, and that such costs may increase substantially during the time the Property is entitled to exemption from real property taxes. In consideration of the agreement by the County to accept payments in lieu of real property tax in amounts less than the regular taxes, and in order to lessen the burden on the County of providing improvements, facilities and/or services to the Property, National Church Residences of Memphis agrees that it will cooperate fully with the County to examine and re-negotiate the terms of this agreement every three (3) years from the date of this agreement.

6. The parties agree that these recoupment payments, which may be termed as "payments in lieu of taxes" by the State Board of Equalization, and which reimburse the County for costs provided for herein are entirely separate from, and in addition to, any payments that may be required for garbage fees, sewer fees or other similar fees that may be imposed on all residents of the City or County in the future.

7. This Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee, and shall further inure to the benefit of, and shall be enforceable by and against, the parties hereto, their respective successors and assigns.

8. National Church Residences of Memphis represents and warrants that it is a not-for-profit corporation duly organized and incorporated in the State of Tennessee; that it has received, and at all time during the period of this Agreement, will maintain federal tax exempt status under Section 501(c)(3) or other sections of the Internal Revenue Code of 1986, as amended; and that the Property is and shall remain, at all times relevant during the period of this Agreement, in full compliance with the HUD Agreements, Deeds of trusts and other documents or qualifying conditions under Tenn. Code Annotated § 67-5-207, and other applicable law affecting continued eligibility for exemption from real property taxes or revocation conditions under Tenn. Code Annotated § 67-5-212.

A List of Relevant Documents is Attached Hereto as Exhibits.

IN WITNESS WHEREOF, National Church Residences of Memphis and the County have executed this Agreement the day and year first written above to be effective upon and conditioned upon the Tennessee State Board of Equalization granting a tax exemption pursuant to Tenn. Code Ann. § 67-5-207 for the Property.

NATIONAL CHURCH RESIDENCES OF MEMPHIS

BY:_____

TITLE:_____

ATTEST:

_____

SECRETARY

COUNTY OF SHELBY, TENNESSEE

BY:_____
A C WHARTON, JR., COUNTY MAYOR

ATTEST:

_____
CLERK OF COMMISSION

APPROVED AS TO FORM:

_____
ASST. COUNTY ATTORNEY

THE LOWRANCE LAW FIRM, P.C.

Attorneys at Law

H. David Lowrance*
**Licensed in Tennessee and Mississippi*

107 South Street East
Collierville, Tennessee 38017
(901) 761-1212
Facsimile (901)761-9984
Cell (901)896-9810
Email: hlowrance@gmail.com
Mail & FedEx to: 2092 Spring Hollow LN
Germantown, TN 38139

E-Mail Delivered

February 24, 2008

Commissioner Mike Ritz
Shelby County Commission

Re: Service Contract

Dear Commissioner Ritz;

NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN, a Tennessee Not for Profit Corporation, (Project) is seeking to secure an agreement with Shelby County in which it will make payments for services as provided under the exemptions from property taxes section 67-5-207 of the Tennessee Code Annotated (see Exhibit "A"). The Code section provides that housing developed and operated under Section 202 of the Housing Act of 1959 are exempt from property tax without payment of services if there are less than twelve (12) units in the Project. Section 67-5-207(a)(2) provides, if the Project contains more than 12 units the Project shall agree to make payments for services rendered by the Governmental Authority such as garbage pickup, police and fire protection. The rule applied in Shelby County on previous 202 Projects was that services were assessed at $5 per unit per month. NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN is a 49 unit senior housing development which was developed and is operated under Section 202 of the National Housing Act of 1959. HUD limits eligibility to needs and the amount of tenant rent to the Fair Market Rent determined by HUD. Exhibit "B" discloses eligibility of the Project to meet the requirements of section 67-5-207 and HUD restrictions on occupancy.

Before HUD funded the present Project, the sponsors secured letters of government support for the Project and relied on the knowledge of previous service agreement assessments of $5 per unit per month.

The Mission Statement of the sponsor of the Project and a list of the officer and directors of the

EXHIBIT
B

non-profit owner of the Project who serve without compensation are attached as Exhibit "C".

The nonprofit owner of the Project is an exempt social welfare organization under provisions of the Internal Revenue Code (501(c)(3)) and does not have an income source other than the funds provided by HUD (See Exhibit "D"). The tenants (elderly and/or handicapped) receive housing assistance from HUD along with HUD providing the capital advance funds to develop the Project. The nonprofit ownership corporation is a single entity corporation that exists solely for providing the subject elderly and/or handicapped housing, and does not have income other than provided by HUD and the tenants. HUD limits the Project units to low income elderly and/handicapped guidelines.

Considering the Project is qualified under the section 67-5-207 as exempt and the exemption is recognized by the State Board of Equalization and,

Considering HUD relied on previous guidelines for services to be $5 per unit per month, and HUD structured the Project Grant and funding accordingly and,

Considering the County and City pledged its support for the Project and,

Considering the good of the community is served by the Project.

We respectfully request the County and City to enter into a service contract on the same basis and amount as previously entered into for the previous guidelines of $5 per unit per month.

Sincerely,

H. David Lowrance

Exhibit "A"

67-5-207. Low cost housing for elderly persons. —

(a) (1) Property of Tennessee nonprofit corporations that is used for permanent housing of low income persons with disabilities, or low income elderly or handicapped persons, is exempt in accordance with this section. The property must be financed by a grant under § 811 or § 211 of the National Affordable Housing Act (42 U.S.C. §§ 8013, 12741) or the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11301 et seq.), or be financed by a loan made, insured, or guaranteed by a branch, department or agency of the United States government under § 515(b) or § 521 of the Housing Act of 1949 (42 U.S.C. §§ 1485(b) or 1490a), § 202 of the Housing Act of 1959 (12 U.S.C. § 1701q), §§ 221, 231 or 236 of the National Housing Act (12 U.S.C. §§ 1715l, 1715v, or 1715z-1), or § 8 of the United States Housing Act of 1937, as amended by the Housing and Community Development Act of 1974 (42 U.S.C. § 1437f). Eligibility for the exemption under these programs continues so long as there is an unpaid balance on the loan, or in the case of a grant, so long as the project is restricted to use for elderly or handicapped persons or persons with disabilities as defined in the programs. The property must be used as below-cost housing for elderly or handicapped persons or persons with disabilities within the program definitions, who have incomes not in excess of limits established for the enumerated program by the department of housing and urban development (HUD). If a property was approved by HUD for participation in the program without specific low income guidelines, the property may nevertheless qualify for exemption on a pro rata basis, if at least fifty percent (50%) of the low income residents have incomes that would qualify under HUD guidelines for any of the enumerated programs. In such cases the property shall be exempt in the same percentage that low income residents represent of the total occupancy of the property at full capacity, determined as of January 1 each year, on the basis of information supplied to the assessor on or before April 20.

(2) In lieu of any taxes for which a property is granted exemption under this section, the owners of projects that exceed twelve (12) units shall agree to make payments to any county, municipality, metropolitan government, or district for improvements, facilities or services rendered by the county, municipality, metropolitan government or district. In no event shall such payments exceed the estimated cost to provide improvements, facilities, or services so furnished, and in no event shall such payments be required from public housing authorities operating under title 13, chapter 20. Such payment shall not be required from any project occupied prior to January 1, 1990, unless such project was the subject of a pending claim for tax exempt status before the state board of equalization on January 1, 1990. In the latter case, annual payments begun prior to April 30, 1990, shall continue to be made until the project and the recipients of the payments agree to discontinue or revise the payments. Nothing in this section shall be construed to negate any valid agreements concerning payments in lieu of taxes entered into prior to April 30, 1990.

(b) To qualify for such exemption, any such not-for-profit corporation must first be exempt from federal income taxation by virtue of qualifying as an exempt charitable organization or as an exempt social welfare organization under the provisions of the Internal Revenue Code, compiled in U.S.C., title 26, and any amendments thereto. In addition, the not-for-profit corporation shall have charter provisions providing in substance that:

(1) The directors and officers shall serve without compensation;

EXHIBIT
C

(2) The corporation is irrevocably dedicated to and operated exclusively for not-for-profit purposes;

(3) No part of the income or assets of the corporation shall be distributed to nor inure to the benefit of any individual;

(4) In the event of dissolution of the corporation or other liquidation of its assets, the corporation's property shall not be conveyed to any individual for less than the fair-market value of such property; and

(5) All assets remaining after payment of the corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for not-for-profit purposes similar to those of the corporation.

(c) All claims for exemption under this section are subject to the provisions of § 67-5-212(b).

(d) Subject to the general requirements of this section for exemption of federally assisted housing, there shall also be exempted under this section, the property of not-for-profit organizations funded under the HOME Investment Partnerships Program (42 U.S.C. § 12701 et seq.) or funded as a special needs project under the HOUSE program established by Acts 1988, ch. 900, and used as permanent housing for low income and very low income persons with "permanent conditions" within the meaning of the HOUSE program.

(e) Nothing in this section shall be construed to preclude the application of § 67-5-212 to transitional or temporary housing that qualifies as a charitable use of property under that section. [Acts 1973, ch. 226, § 5; 1975, ch. 168, § 1; 1975, ch. 323, § 1; 1983, ch. 122, §§ 1-3; T.C.A., § 67-509; Acts 1988, ch. 1002, §§ 1, 2; 1990, ch. 1009, §§ 1, 2; 1991, ch. 399, § 1; 1992, ch. 652, §§ 1, 2; 1993, ch. 454, §§ 1-3; 1994, ch. 617, § 1; 1994, ch. 645, § 1; 1997, ch. 347, § 1; 2002, ch. 704, §§ 1-4.]

Exhibit "B"

EXHIBIT D

Section 202 Supportive Housing for the Elderly Program

Summary:
HUD provides capital advances to finance the construction, rehabilitation or acquisition with or without rehabilitation of structures that will serve as supportive housing for very low-income elderly persons, including the frail elderly, and provides rent subsidies for the projects to help make them affordable.

Purpose:
The Section 202 program helps expand the supply of affordable housing with supportive services for the elderly. It provides very low-income elderly with options that allow them to live independently but in an environment that provides support activities such as cleaning, cooking, transportation, etc. The program is similar to Supportive Housing for Persons with Disabilities (Section 811).

Type of Assistance:
HUD provides interest-free capital advances to private, nonprofit sponsors to finance the development of supportive housing for the elderly. The capital advance does not have to be repaid as long as the project serves very low-income elderly persons for 40 years.

Want More Informatio

Program instructions are in HU Handbooks, Notices and Forms which can be found on **HUDclips**

Prospective applicants should contact the local **Multifamily Hub or Program Center** property.

The Multifamily Housing Clearinghouse (MFHC) 800-685-8470 also provides information and publications o Service Coordination.

EMAIL US the Section 202 Program.

Involvement of Faith Based Organizations in HUD Programs.

Project rental assistance funds are provided to cover the difference between the HUD-approved operating cost for the project and the tenants' contribution towards rent. Project rental assistance contracts are approved initially for 5 years and are renewable based on the availability of funds.

The available program funds for a fiscal year are allocated to HUD's local offices according to factors established by the Department.

Eligible Grantees:
Private nonprofit organizations can apply to develop a Section 202 project if they can, among other requirements, submit a resolution that they will provide a minimum capital investment equal to 0.5 percent of the HUD-approved capital advance, up to a maximum of $25,000 for national sponsors or $10,000 for other sponsors. Public entities are not eligible for funding under this program.

Eligible Customers:
Occupancy in Section 202 housing is open to any very low-income household comprised of at least one person who is at least 62 years old at the time of initial occupancy.

Application:
Applicants must submit an application for a capital advance, including a Request for Fund Reservation (HUD Form 92015-CA) and other information in response to the Notice of Funding Availability (NOFA) published in the Federal Register each fiscal year. Applications must be submitted to the local HUD field office with jurisdiction over the area where the proposed project will be located. Those selected for funding must meet basic program requirements, including private nonprofit status, financial commitment and acceptable control of an approvable site. Awards are usually announced in September.

Technical Guidance:
The program is authorized under the Housing Act of 1959; Section 210 of the Housing and Community Development Act of 1974 P. L. 86-372 (12 U.S.C. 1701q, 73 Stat. 654, 667); the National Affordable Housing Act, P. L. 101-625 (42 U.S.C. 12701); the Housing and Community Development Act of 1992 (P.L. 102-550); the Rescissions Act (P.L. 104-19); and the American Homeownership and Economic Opportunity Act of 2000 (P.L. 106-569). Program regulations are in 24 CFR Part 891.To learn more about the Section

202 program, see Supportive Housing for the Elderly (HUD Handbook 4571.3) and Supportive Housing for the Elderly--Conditional Commitment--Final (HUD Handbook 4571.5) which are available on the Internet at http://www.hudclips.org or from the HUD Multifamily Clearinghouse at 1-800-685-8470. Also see notice H96-102 REV 00-23 (HUD).

Content updated March 16, 2005

Back to top

FOIA Privacy Web Policies and Important Links Home

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
Find the address of a HUD office near you

Exhibit "B"

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

04162662

09/28/2004 - 11:53 AM

8 PGS : R - MORTGAGE

CHRIS 262078-4162662

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	42.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

EXHIBIT
E

0

Return to: Armstrong Allen, PLLC
6060 Poplar Avenue Suite 140
Memphis, TN 38119

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALL PURPOSES IS -0-
TAX EXEMPT GOVERNMENTAL AGENCY

DEED OF TRUST

(Under Section 202 of the National Housing Act or Under Section 811 of the National Housing Act)

THIS INDENTURE, Made and entered into this 24th day of September 2004, by and between National Church Residences of Memphis, TN, a corporation organized and existing under the laws of Tennessee, having its principal office and post-office address at 2335 North Bank Drive, Columbus, OH 43220, hereinafter called the party of the first part, and Thomas Kelly Derryberry, Trustee of Williamson County, TN hereinafter called party of the second part, and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter called the party of the third part

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar ($1) to it in hand paid, the receipt of which is hereby acknowledged, does by these presents, bargain, sell, transfer, convey and confirm unto the party of the second part, his successors in trust, and assigns forever the following-described land situated in the City of Memphis, County of Shelby, and State of Tennessee, to-wit:

All of that certain land, with the easements and other appurtenances thereto, as set forth on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the privileges and appurtenances to the same belonging, and all of the rents, issues, and profits, including all rights to receive payments and payments made pursuant to a Project Rental Assistance Contract, which may arise or be had therefrom; and

TOGETHER will all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating, air-conditioning and laundry equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plants and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and all articles of personal property owned by the party of the first part and now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are every used or furnished in operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty.

Prepared from Form
HUD-94179(b) Corporate
as modified by Form
HUD-90165-CA(11/29/91).

TO HAVE AND TO HOLD the same to the party of the second part, his successors in trust, and assigns, forever.

AND the party of the first part covenants with the party of the second part, his successors in trust, and assigns, that it is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever; that it had good right, full power and lawful authority to convey the same, and that it will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

THIS conveyance is made in trust to secure payment of a just indebtedness of party of the first part to party of the third part in the principal (capital advance amount) sum of THREE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED AND NO/100--------- Dollars, evidenced by its note of even date herewith, said principal being payable as provided in said note with a final maturity of October 1, 2045, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

THE party of the first part, in order more fully to protect the debt secured by this Deed of Trust, does hereby covenant and agree as follows:

1. That it will pay the Note at the times and in the manner provided therein;

2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;

3. That the Regulatory Agreement, executed by the party of the first part and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Deed of Trust. Upon default under the Regulatory Agreement, the party of the third part, at its option, may declare the whole of the indebtedness secured hereby to be due and payable;

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the party of the third part for the purpose of discharging the debt hereby secured. Permission is hereby given to party of the first part for so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;

5. That upon default hereunder party of the third part shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That at the option of the party of the first part the principal balance secured hereby may be reamortized on terms acceptable to the party of the third part if a partial prepayment results from an award in condemnation in accordance with provisions of Paragraph 8 herein, or from an insurance payment made in accordance with provisions of Paragraph 7 herein, where there is a resulting loss of project income;

7. That the party of the first part will keep the improvements now existing or hereafter erected on the deeded property insured against loss by fire and such other hazards, casualties, and contingencies, as may be evidenced by standard Fire and Extended Coverage Insurance Policy or Policies, in amounts not less than necessary to comply with applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than 80% of the Insurable Values or not less than the unpaid balance of the Deed of Trust, whichever is the lesser, and in default thereof the party of the third part shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the party of the third part, as interest may appear, and shall be deposited with the party of the third part;

   That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the party of the third part, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to party of the third part, who may apply the same payment of the installments last due under said note, and party of the third part is hereby authorized, in the name of party of the first part, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

10. The party of the first part will pay to the party of the third part on each payment date hereof until the final maturity date, a sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the party of the third part) less all sums already paid therefore divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and special assessments.

11. Any excess funds accumulated under the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent payments of the same nature requiring thereunder; but if any such item shall exceed the estimate therefor the party of the first part shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default thereunder. If the property is sold under foreclosure or is otherwise acquired by the party of the third part after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the debt secured hereby as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and

12. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the party of the third part, to pay to the party of the third part, or deposit in an escrow account acceptable to the party of the third part, as hereinafter provided, until the final maturity date, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the party of the first part or party of the third part on account of the ownership thereof to the extent that provision has not been made by the party of the first part for the payment of such taxes and special assessments as hereinafter provided in subparagraph 10;

13. In case of the refusal or neglect of the party of the first part to make such payments or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the party of the third part may pay such taxes, assessments and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the party of the third part's discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Deed of Trust, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the party of the first part, and shall bear interest at the rate specified in the note from the date of advance until paid, and shall be due and payable on demand;

14. It is expressly provided, however (all other provisions of this Deed of Trust to the contrary notwithstanding), that the party of the third part shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the party of the first part shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the party of the first part shall deposit with the party of the third part an amount estimated by the party of the third part sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

15. That it will not voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

16. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations, and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the party of the first part shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the party of the third part, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the party of the third part become due and payable;

17. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a Capital Advances Agreement between the party of the first part and party of the third part, dated September 28, 2004, which Capital Advance Agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Deed of Trust; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence or shall be discontinued at any time for any reason other than strikes or lock-outs, the party of the third part, after due notice to the party of the first part of any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury, and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said buildings or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the party of the first part, and to pay and discharge all debts, obligations and liabilities incurred thereby. All such sums so advanced by the party of the third part (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Deed of Trust and shall be due and payable on demand with interest at the rate specified in the note. The principal sum and other charges provided for herein shall, at the option of the party of the third part or holder of the note secured hereby and this Deed of Trust securing the same, become due and payable on the failure of the party of the first part to keep and perform any of the covenants, conditions and agreements of said Capital Advance Agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the party of the third part and the making of the final advance as provided in said Capital Advance Agreement;

18. That the party of the third part shall have the right to inspect the mortgaged premises at any reasonable time.

19. That so long as the Deed of Trust and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the party of the third part or for periods of less than one month or in excess of three years, (b) rent the premises as an entirety, (c) rent the premises or any part thereof to any person for the purpose of subleasing, (d) rent the premises or permit its use for hotel or transient purposes, (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services.

20. **NOW, THEREFORE**, if the party of the first part shall well and truly perform all terms and conditions of this Deed of Trust, and of the note secured hereby, then this conveyance shall be null and void and shall be released or satisfied at the cost and request of the party of the first part. In the event of default in making any payment provided for herein or in the note secured hereby, and if such default is not made good for a period of thirty (30) days after the due date thereof, or if the party of the first part shall fail to perform any covenant or agreement in this instrument, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust or under the note secured hereby, shall immediately become due and payable, at the option of the party of the third part, and the party of the second part is hereby empowered and authorized, after first advertising for 21 days by 3 weekly notices, giving notice of the time, place and terms of sale, in some newspaper published in the County of Shelby, State of Tennessee, to sell the property at public outcry at such time between the hours of ten (10) in the forenoon and four (4) in the afternoon as shown in said advertisement of sale, to the highest and best bidder for cash, in bar of all equities of redemption, statutory rights of redemption, homestead, dower, and all of the rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of the party of the second part making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of Tennessee. Upon such sale, the party of the second part is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser thereof, and to place the purchaser in quiet and peaceful possession of the property. The party of the first part agrees that in case of any sale under this Deed of Trust it will at once surrender possession of the property, and will from that moment become and be a tenant at will of the purchaser, and be removable by process, such as forcible and unlawful detainer, hereby agreeing to pay to the purchaser the reasonable rental value of the property after such sale;

21. The proceeds of any sale under this Deed of Trust shall be applied by the party of the second part as follows: First, to pay the costs and expenses of executing this trust any and all sums expended on account of costs of litigation, attorney's fees, ground rents, taxes, insurance premiums, or any advances made or expenses incurred on account of the property sold, with interest thereon; second, to retain as compensation, a commission of one per centrum (1%) on the gross amount of the sale; third, to pay off the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part, pursuant to this instrument; and last, to pay the balance, if any, to the party of the first part upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession;

22. If the party of the third part shall for any reason desire to replace the party of the second part, or any successor trustee hereunder, or if party of the second part should die or be unable to refuse to act, the party of the third part shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, which shall be duly registered in the Register's Office of Shelby County, State of Tennessee; and the new Trustee shall thereupon become successor in title of the said property, and such title shall become vested in him in trust for the purposes and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as though he were named herein as Trustee;

23. Party of the first part covenants and agrees that so long as this Deed of Trust and the said note secured hereby are to held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, age, sex, national origin, familial status or handicap, unless permitted by the Housing Act of 1959 or the National Affordable Housing Act and HUD Regulations promulgated therender.

24. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. The words "Party of the Third Part" as used herein shall be deemed to include any lawful holder of the note secured hereby.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its and its corporate seal to be affixed the day and year first above written.

NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN

Attest: Joseph R. Kasberg, Secretary

By Mark R. Ricketts, President

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, the undersigned, a Notary Public, of the State and County aforesaid, personally appeared Mark R. Ricketts, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of National Church Residences of Memphis, TN, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand, at office, this 24th day of September, 2004.

NOTARY PUBLIC

My Commission Expires

NOTARIAL SEAL STATE OF OHIO

ERICA E. WARREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 22, 2007

EXHIBIT A

BEING THE NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN. PROPERTY AS RECORDED IN INSTRUMENT NUMBER 04085555 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE AND BEING THE FINAL PLAN–PHASE 2 OF PLUM TREE DEVELOPMENT AS SHOWN IN PLAT BOOK 213 AT PAGE 45 OF SAID REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF FOX HUNT DRIVE AND NEWBERRY AVENUE; THENCE WITH THE CENTERLINE OF NEWBERRY AVENUE S89°40'59"E A DISTANCE OF 208.04 FEET TO A POINT; THENCE, AT A RIGHT ANGLE WITH THE CENTERLINE OF SAID NEWBERRY AVENUE, S0°21'40"E A DISTANCE OF 25.00 FEET TO A FOUND IRON PIN ON THE NORTH RIGHT–OF–WAY LINE OF NEWBERRY AVENUE (50' R.O.W.) TO THE THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 206, SECTION "B" OF FOX MEADOWS GARDENS SUBDIVISION (PLAT BOOK 46, PAGE 59); THENCE WITH THE SOUTH RIGHT–OF–WAY LINE OF SAID NEWBERRY AVENUE N89°38'20"E A DISTANCE OF 413.57 FEET TO AN IRON PIN SET IN THE WEST LINE OF THE SAMALA, LLC PROPERTY (INSTRUMENT NUMBER KE–2853); THENCE WITH SAID WEST LINE OF SAID SAMALA, LLC PROPERTY S0°42'50"E A DISTANCE OF 502.61 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF PHASE ONE OF PLUM TREE DEVELOPMENT (PLAT BOOK 87, PAGE 30); THENCE ALONG THE NORTH LINE OF SAID PHASE ONE OF THE PLUM TREE DEVELOPMENT S89°54'10"W A DISTANCE OF 413.59 FEET TO A SET IRON PIN AT THE NORTHWEST CORNER OF SAID PHASE ONE OF THE PLUM TREE DEVELOPMENT, SAID POINT BEING IN THE EAST LINE OF SAID LOT 206, SECTION "B" OF FOX MEADOWS GARDENS SUBDIVISION; THENCE WITH SAID EAST LINE N0°42'50"E A DISTANCE OF 500.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 207,468 SQUARE FEET, OR 4.76 ACRES, WITHIN THESE BOUNDS.

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

04162663

09/28/2004 - 11:53 AM

7 PGS : R - MISCELLANEOUS

CHRIS 262078-4162663

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	37.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

Newberry Heights
Additional Information for Shelby County

1. The name of the project is Newberry Heights.
2. The street address is 5819 Newberry Ave., Memphis, Shelby County, Tennessee 38115-3541.
3. The tax parcel number is 0934000000224C.
4. The project contains 50 total units, which include 49 rental units and 1 manager's unit.
5. The building's use is low income senior housing.
6. The building and land are owned by National Church Residences of Memphis, TN.
7. The building is complete. The Certificate of Occupancy was issued on April 11, 2007. A copy is attached.
8. The Project is operated under a Project Rental Assistance Contract with HUD, a HUD Regulatory Agreement and a HUD Use Agreement, copies of which are included.
9. A copy of the deed is attached showing the grantee as National Church Residences of Memphis, TN.
10. This project was built under the HUD 202 program as new construction. It was built for low-income senior housing and has had no other use from completion through this date, and will remain restricted by the terms of the 202 Use Agreement for a period of 40 years from October 1, 2005.
11. The current Board of Directors includes Donald Russell, Stephen Rish, Eleanor Alvarez, Paul Bloomfield, Anne Carter, Cynthia Gerst, Lea Blackburn. The officers are Mark Ricketts, President, and Joseph Kasberg, Vice President, Secretary, Treasurer.

EXHIBIT
F

Memphis and Shelby County
Office of Construction Code Enforcement

6465 MULLINS STATION MEMPHIS, TENNESSEE 38134

Certificate of Occupancy

Permit No.**B0926738**

THE PREMISE KNOWN AS
5819 NEWBERRY AV MEMP

IS HEREBY APPROVED FOR USE AND OCCUPANCY AS
NATIONAL CHURCH RESIDENCES

AND IS GOVERNED BY THE REGULATIONS SET FORTH AND KNOWN AS THE MEMPHIS AND SHELBY COUNTY ZONING ORDINANCE RESOLUTION AND MEMPHIS AND SHELBY COUNTY BUILDING CODES

ZONING **O-G(PD)** *FIRE DISTRICT* **O** N

TYPE CONSTRUCTION **51**

MAXIMUM ALLOWABLE FLOOR LOAD **40**

SPECIAL STIPULATIONS AND CONDITIONS
Cond: CON0005318
PD82-022

TENANT /OCCUPANT: **NATIONAL CHURCH RESIDENCES**

OWNER: **NATIONAL CHURCH RESIDENCE**

CONTRACTOR: **BRADLEY CONSTRUCTION CO INC (B000) BC**

ARCHITECT: **SGB ARCH LLP**

THIS CERTIFICATE SHALL BE POSTED IN A CONSPICUOUS LOCATION.

MEMPHIS AND SHELBY COUNTY OFFICE
OF CONSTRUCTION CODE ENFORCEMENT
6465 MULLINS STATION ROAD
MEMPHIS, TN 38134

BUILDING OFFICIAL

ISSUED BY **VNORFLE 04/11/2007**

NATIONAL CHURCH RESIDENCES
5819 NEWBERRY AVENUE
MEMPHIS TENNESSEE 38104

EXHIBIT
G

Part I of the Project
Rental Assistance Contract
Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Type of Project	PRAC Contract No.	HUD Project No.
☒ New Construction ☐ Substantial Rehabilitation ☐ Acquisition	TN40-S011-003	081-EE033

This Project Rental Assistance Contract (Contract) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD)
and National Church Residences of Memphis, TN.. (Owner) pursuant to

☐ Section 811 of the National Affordable Housing Act of 1990 or
☒ Section 202 of the Housing Act of 1959.

The purpose of this Contract is to provide project rental assistance payments on behalf of Eligible Families leasing decent, safe and sanitary units from the Owner.

1.1 Significant Date and other Items; Contents and Scope of Contract.

(a) **Effective Date of Contract**: June 5, 2007.

(b) **Fiscal Year**. The ending date of each Fiscal Year shall be June 30 (insert March 31, June 30, September 30, or December 31, as approved by HUD). The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual project rental assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

(c) **Maximum Annual Contract Commitment.** The maximum annual amount of the commitment for project rental assistance payments under this Contract (see section 2.3) is the amount of contract authority identified in Exhibit 2.

(d) **Project Description.**

(e) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:
General Maintence & Parking

(2) Equipment:
Ranges, Refrigerators, Air conditioning, Blinds, Carpet,Central Laundry Facility & Air Conditioning

(3) Utilities:
Electricity, Cold Water, Gas Hot water,Gas Heat, Water and sewer

(4) Other:
Trash Rremoval, Extermination

(f) **Contents of Contract**. This Contract consists of Part I, Part II and the following exhibits:
Exhibit 1: The schedule showing the number of units by size and, in the case of group homes, residential spaces, (Contract Units) and their applicable operating expenses,
Exhibit 2: The schedule showing contract and budget authority.
Exhibit 3: The Affirmative Fair Housing Marketing Plan

form HUD-90173-A-CA (7/92)
ref Handbooks 4571.5 and 4571.4

EXHIBIT
H

Additional exhibits: (Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None.")

(g) Scope of Contract. This Contract, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

1.2 Term of Contract: Obligation to Operate Project for Full Term.

(a) Term of Contract. The initial term of this Contract for any unit shall be ~~20~~ 5 Years years, beginning with the effective date of this Contract for such unit, commitments to extend expiring contracts during the year prior to the date of expiration. If the project is completed in stages, the term shall be separately related to the units in each stage. However, the total Contract term for all the stages, beginning with the effective date of the Contract for the first stage, shall not exceed 22 years.

(b) Obligation to Operate Project for Full Term. The Owner agrees to continue operation of the project in accordance with this Contract for the full term specified in paragraph (a).

1.3 HUD Assurance. The execution of this Contract by HUD is an assurance by HUD to the Owner that:

(a) The faith of the United States is solemnly pledged to the payment of project rental assistance payments pursuant to this Contract, and

(b) HUD has obligated funds for these payments.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

United States of America Secretary of Housing and Urban Development	Owner:
Signature:	Signature:
By:	By: Joseph R. Kasberg
Name:	Name:
Official Title: Authorized Representative Director, Nashville Multifamily Program Center	Official Title: Vice President/Secretary/Treasurer
Date: 07/27/07	Date: July 13, 2007

If the project is to be completed and accepted in stages, execution of the contract with respect to the several stages appears on the following page of this contract.

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

Stage 1

This Contract is hereby executed with respect to the units described in Exhibit la.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit la.
is .

United States of America
Secretary of Housing and Urban Development
Signature:

By:
Name:
Official Title:
Date:

Owner:
Signature:

By:
Name:
Official Title:
Date:

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

Stage 2

This Contract is hereby executed with respect to the units described in Exhibit lb.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit lb.
is .

United States of America
Secretary of Housing and Urban Development
Signature:

By:
Name:
Official Title:
Date:

Owner:
Signature:

By:
Name:
Official Title:
Date:

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

Stage 3

This Contract is hereby executed with respect to the units described in Exhibit lc.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit lc.
is .

United States of America
Secretary of Housing and Urban Development
Signature:

By:
Name:
Official Title:
Date:

Owner:
Signature:

By:
Name:
Official Title:
Date:

Exhibit 1

Schedule of Contract Units and Operating Expense Amounts[1]

Number of Bedrooms	Number of Units (or residential spaces in a group home)	Household Type (Elderly, Physically Handicapped, DDs or CMI's)	Operating Expense Amount
1	2	Elderly (Sensory Imp.)	$306
1	4	Elderly (UFAS)	$306
1	43	Elderly	$306
2	1	Employee Unit	0

[1]/ This Exhibit must be completed and attached to the Contract at the time the Agreement is executed. It may, however, be amended in accordance with program rules before the Contract is executed. When Operating Expenses change, this format should be used.

Exhibit 2

This Exhibit shows the initial and subsequent amounts of contract and budget authority obligated for project number: 081-EE033

		Contract Authority	Budget Authority
As of the Effective Date of Agreement		$125,000	$625,000
Effective Date of Agreement Amendment:	Show Increase or Decrease	$	$
	Revised Total	$	$
Effective Date of Agreement Amendment:	Show Increase or Decrease	$	$
	Revised Total	$	$
As of the Effective Date of Contract			
Effective Date of Contract Amendment:	Show Increase or Decrease	$	$
	Revised Total	$	$
Effective Date of Contract Amendment:	Show Increase or Decrease	$	$
	Revised Total	$	$

Exhibit 3

Affirmative Fair Housing Marketing Plan

This exhibit is the Affirmative Fair Housing Marketing Plan provided by the Multifamily Asset Mangement Branch.

Additional Exhibits: (Specify, such as: Special Conditions for Acceptance. If none, insert "None.")

Part II of the Project Rental Assistance Contract

Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Type of Project	PRAC Contract No.	HUD Project No.
☒ New Construction ☐ Substantial Rehabilitation ☐ Acquisition	TN40-S011-003	081-EE033

2.1 Owner's Warranties, Amendments.

(a) Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.

(b) Completion of Work. The Owner warrants that the project as described in section 1. 1 is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Capital Advance Agreement (Agreement) or will be completed in accordance with the Special Conditions for Acceptance (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner agrees that the continuation of this Contract shall be subject to the Owner meeting any Special Conditions for Acceptance.

2.2 Families To Be Housed.

(a) Families To Be Housed. If a Section 811 project, the Contract Units are to be leased by the Owner to eligible Disabled Persons (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. If a Section 202 project, the Contract Units are to be leased to eligible elderly Persons or Households (Families) solely.

(1) HUD hereby agrees to make project rental assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to Section 202 or Section 811.

(2) If there is a Utility Allowance and if the Allowance exceeds the tenant payment, the Owner shall pay the Family the amount of the excess. HUD will pay funds to the Owner in trust solely for the purpose of making this payment.

2.3 Maximum Project Rental Assistance Commitment: Project Account.

(a) Maximum Annual Contract Commitment. Notwithstanding any other provisions of this Contract (other than paragraph (b)(2) of this section) or any provisions of any other contract between HUD and the Owner, HUD shall not be obligated to make and shall not make any project rental assistance payments under this Contract in excess of the amount identified in section 1. 1 (c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Operating Expense Amount or pursuant to any other provisions of this Contract.

(b) Project Account.

(1) A project account will be established and maintained by HUD, as a specifically identified and segregated account for the project. The account will be established and maintained, in an amount determined by HUD, out of the amounts by which the Maximum Annual Contract Commitment under section 1.1(c) exceeds the amount actually paid out under the Contract each fiscal year. Payments will be made from the account for project rental assistance payments when needed to cover increases in Operating Expense Amounts or decreases in tenant payments and for other costs specifically approved by the Secretary.

(2) Whenever a HUD-approved estimate of the required annual payments for a fiscal year exceeds the maximum annual commitment for that fiscal year plus the current balance in the project account, HUD will, within a reasonable period of time, take such additional steps as may be necessary to assure that payments under the Contract will be adequate to cover increases in Operating Expenses and decreases in tenant payments.

(3) Any amount remaining in the account after payment of the last project rental assistance payment with respect to the project shall be applied by HUD in accordance with law.

2.4 Project Rental Assistance Payments To Owners.

(a) Project Rental Assistance Payments on Behalf of Families.

(1) Project assistance payments shall be paid to the Owner for units (or residential space in a group home under Section 811) under lease for occupancy by Families in accordance with the Contract. The project rental assistance payment will cover the difference between the Operating Expenses and tenant payments as determined in accordance with the HUD-established schedules and criteria.

(2) The amount of project rental assistance payment payable on behalf of a Family and the amount of tenant payment shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by HUD. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.

(b) Vacancies During Rent-up. If a Contract Unit (or residential space in a group home under Section 811), is not leased as of the effective date of the Contract, the Owner is entitled to assistance payments in the amount of 50 percent of the Operating Expense for the unit (or pro rata share of the Operating Expense for a group home) for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner: (1) commenced marketing and otherwise compiled with section 2.2(d) of the Agreement;

form HUD-90173-B-CA (4/92)
ref Handbooks 4571.4 and 4571.5

(2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families; and (3) has not rejected any eligible applicant except for good cause acceptable to HUD.

(c) Vacancies After Rent-up. If an eligible family vacates an assisted unit (or residential space in a group home) the Owner is entitled to vacancy payments in the amount of 50 percent of the Operating Expense (or pro rata share of the Operating Expense in a group home) for the first 60 days of vacancy if the Owner:

(1) Certifies that it did not cause the vacancy by violating the lease, the Contract, or any applicable law;

(2) Notified HUD of the vacancy or prospective vacancy and the reasons for the vacancy immediately upon learning of the vacancy or prospective vacancy;

(3) Has fulfilled and continues to:

(i) market the vacant units or spaces in accordance with the HUD-approved Affirmative Fair Housing Marketing Plan (AFHMP) and all fair housing and equal opportunity requirements. The purpose of the plan and requirements is to achieve a condition in which eligible families of similar income levels in the same housing market have a like range of housing choices available to them regardless of their race, color, creed, religion, handicap, age, familial status, sex or national origin.

(ii) Submits to HUD a list of leased and unleased assisted units (or in the case of a group home, leased and unleased residential spaces) with a justification for the unleased units or residential spaces, in order to qualify for vacancy payments for the unleased units or residential spaces.

(iii) Has taken and continues to take all feasible actions to fill the vacancy; and
(iv) Has not rejected any eligible applicant except for good cause acceptable to HUD.

(4) For any vacancy resulting from an Owner's eviction of an eligible family, certifies that it has complied with the provisions at 24 CFR Part 247 which apply to all decisions by an Owner to terminate the tenancy or modify the lease of a family residing in a unit (or residential space in a group home).

(d) Prohibition of Double Compensation for Vacancies. The owner is not entitled to payments for vacant units to the extent it collects for the vacancy from other sources (tenant payment, security deposits, reimbursements from HUD for unpaid operating expense amount, other amounts collected from the Family, and government payments under other programs). If the Owner collects any of the Family's share of the tenant payment for a vacancy period in an amount which, when added to the vacancy payment, results in more than the Operating Expense Amount, the excess must be reimbursed as HUD directs.

(e) HUD Not Obligated for Tenant Payments. HUD has not assumed any obligation for the amount of tenant payment or the satisfaction of any claim by the Owner against any Family other than in accordance with section 2.3(b) of this Contract. The financial obligation of HUD is limited to making project rental assistance payments on behalf of Families in accordance with this Contract.

(f) Owner's Monthly Requests for Payments.

(1) The Owner shall submit monthly requests to HUD for project rental assistance payments. Each request shall set forth; (i) the name of each Family and the address and/ or number of the unit (or residential space in a group home) leased by the Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Operating Expense Amount as set forth in Exhibit I for each unit for which the Owner is claiming payments; (iv) the amount of tenant payment by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with section 2.2(a)(2); and (v) the total amount of project rental assistance payments requested by the Owner. (The total amount of project rental assistance payments requested equal total HUD-approved operating expenses for the project minus the tenant payments received from all units (see (iv) above).)

(2) Each of the Owner's monthly requests shall contain a certification by it that to the best of its knowledge and belief (i) the dwelling units are in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of the Contract and is payable under the Contract, (iv) none of the amount claimed has been previously claimed or paid under this Contract, and (v) the Owner has not received and will not receive payments or other consideration from the Family, HUD or any other public or private source for the unit beyond that authorized in this Contract and the lease.

(3) If the Owner has received an excessive payment, HUD, in addition to any other rights to recovery, will deduct the amount from any subsequent payment or payments.

(4) The Owner's monthly requests for project rental assistance payments are subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United Stated shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

2.5 Maintenance, Operation And Inspection.

(a) Maintenance and Operation. The Owner agrees to maintain and operate the Contract Units and related facilities to provide decent, safe, and sanitary housing including the provision of all the services, maintenance and utilities set forth in section 1.1(e). If a Section 811 project, the Owner also agrees to comply with the lead-based paint regulations at 24 CFR Part 3 5 and 24 CFR Part 890. If HUD determines that the Owner is not meeting one or more of these obligations, HUD shall have the right to take action under section 2.24(a).

(b) Inspection. Prior to occupancy of any Contract Unit by a Family, the Owner and the Family shall inspect the unit and

both shall certify, on forms prescribed or approved by HUD, that they have inspected the unit and have determined it to be decent, safe, and sanitary in accordance with the criteria provided in the forms. The Owner shall keep copies of these reports on file for at least three years.

(c) Units Not Decent, Safe and Sanitary. If HUD notifies the Owner that it has failed to maintain a dwelling unit in decent, safe, and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, HUD may exercise any of it rights or remedies under the Contract, including reduction or suspension of project rental assistance payments, even if the Family continued to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with assistance and HUD does not have other funds for such purposes, HUD may use the abated project rental assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of tenant payments.

(d) Notification of Abatement. Any reduction or suspension of project rental assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

(e) Overcrowded and Under-occupied Units. Where the Owner determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees, if possible, to offer the family an appropriate alternate unit as promptly as possible in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 Financial Requirements.

(a) Submission of Financial and Operating Statements.
The Owner must submit to HUD:

(1) Within 60 days after the end of each fiscal year of project operations, financial statements for the project audited by an Independent Public Accountant in the form required by HUD, and

(2) Other statements as to project operation, financial condition and occupancy as HUD may require to administer this Contract and to monitor project operations.

(b) Use of Project Funds.

(1) The Owner shall maintain a project fund account in a HUD-approved depository and shall deposit all tenant payments, charges, income and revenues arising from project operation or ownership in this account. Project funds must be used for the operation of the project (including required insurance coverage), to pay operating expenses, and to make required deposits to the replacement reserve in accordance with paragraph (c) of this section. To the extent HUD determines that project funds are more than needed for these purposes, the surplus project funds must be deposited with a HUD-approved depository in an interest-bearing residual receipts account. Withdrawals from this account will be made only with the approval of HUD and for project purposes, including the reduction of project rental assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.

(c) Replacement Reserve.

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations.

(i) The Owner shall make monthly deposits to the replacement reserve commencing on the effective date of the Contract. For staged projects, the deposits shall commence on a pro rata basis for units in each stage on the effective date of the Contract for that stage.

(ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve reach that level, the amount of monthly deposit to the reserve may be reduced with HUD approval.

(iii) Replacement reserve funds must be deposited with HUD or a HUD-approved depository in an interest-bearing account. All interest earnings must be added to the reserve.

(iv) Funds may be withdrawn from the reserve and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

(d) The Owner is not entitled to distributions of project funds.

2.7 Operating Expense Adjustments.

(a) Funding of Adjustments. Project rental assistance payments will be increased commensurate with adjustments in operating expenses under this section up to the maximum amount authorized under section 2.3(a) of this Contract. HUD will calculate operating expense adjustments based on the sum of the costs for operating the project (as approved by HUD) with adjustments for vacancies, the project's non-rental income, and other factors that HUD deems appropriate. The calculation will be made on the basis of the information provided by the Owner on a form prescribed by HUD.

(b) Operating Expense Adjustments. Operating Expenses shall be adjusted whenever HUD approves an increase in operating costs as provided under the Regulatory Agreement.

(c) Incorporation of Operating Expense Adjustment. Any adjustment in Operating Expenses shall be incorporated into Exhibit I by a dated addendum to the exhibit establishing the effective date of the adjustment.

(d) Adjustment of Operating Expense Based on Cost Certification. The Owner shall complete the cost certification requirements under 24 CFR part 889 (Section 202) or 24 CFR 890 (Section 811).

(e) Adjustment of Operating Expense Amounts Due to Tax Exemption. The Operating Expense Amounts may be reduced to reflect real property tax exemption or similar savings where the initial operating expenses were approved on the assumption that the project would not receive the benefit of the tax abatement or similar savings. The Owner agrees to notify HUD in the event the project begins to receive such an exemption or similar savings so the Initial Operating Expense Amounts then in effect may be reduced.

2.8 Marketing And Leasing Of Units.

(a) Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as an exhibit, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, age, sex, handicap, familial status or national origin, except housing provided under Section 202 must be limited to households where at least one person is 62 years of age or older.

(b) Security Deposits. The Owner agrees to comply with applicable HUD regulations (24 CFR Part 889 or 890) and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) Eligibility, Selection and Admission of Families.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of project assistance payments on behalf of each selected Family and of total Family contributions and record-keeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution except as authorized by HUD.

(3) The Owner must accept applications for admission to the project in the form prescribed by HUD. Applicant families applying for assisted units (or residential spaces in a group home) must complete a certification of eligibility as part of the application for admission. Both the Owner and the applicant family must sign the application for admission. On request, the Owner must forward to HUD copies of these applications for admission.

(4) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by HUD and must contain all of the required provisions and none of the prohibited provisions specified in HUD issuances. The term of the lease may not be less than one year.

(5)

(i) The Owner shall make a reexamination of Family income, composition, and the extent of medical or other unusual expenses incurred by the Family at least every 12 months and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of project rental assistance payments, all in accordance with applicable HUD regulations and requirements.

(ii) If a Family reports a change in income or other circumstances that would result in a decrease of total Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Family contribution. The Owner may require in its lease that Families report increases in income or other changes between scheduled reexaminations.

(iii) A Family's eligibility for project rental assistance payments continues until its total Family contribution equals the total housing expense for the unit it occupies (or a pro rata share of the operating expense in a group home). The termination of subsidy eligibility at this point will not affect the Family's other rights under the lease nor preclude resumption of subsidy payments as a result of later changes in income or other circumstances during the term of this Contract.

(6) The Owner will maintain as confidential all information relating to applicants and assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(d) Redetermination of Operating Expense after Adjustment in Utility Allowances. In the event that the Owner is notified of a HUD determination approving or requiring an adjustment in the Utility Allowance applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of tenant payment to be paid by the affected Families and the amount of project rental assistance payments.

(e) Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD regulations and requirements and shall maintain records and furnish such copies or other information as may be required by HUD.

(f) Reviews; Incorrect Payments. In making project rental assistance payments to Owners, HUD will review the Owner's determinations under this section. If, as a result of this review or other reviews, audits or information received by HUD at any time, it is determined that the Owner has received improper or excessive assistance payments, HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery.

2.9 Termination of Tenancy or Project Rental Assistance by the Owner.

The Owner agrees not to terminate any tenancy of or assistance on behalf of an assisted Family except in accordance with all HUD regulations and other requirements in effect at the time of the termination, and any State and local law. Terminations of tenancy are subject to 24 CFR Part 247.

2.10 Nondiscrimination.

The Owner shall comply with:

(a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and its implementing regulations at 24 CFR Part 100; Executive Order No 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs.) and implementing regulations at 24 CFR Part 1;

(b) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against otherwise

qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

(c) The requirements of Executive Order No. 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;

(d) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and the implementing regulations at 24 CFR Part 135;

(e) The requirements of Executive Order Nos. 11625, 12432, and 12138 (Minority and Women's Business Enterprises);

(f) The affirmative fair housing marketing requirements of 24 CFR Part 200, Subpart M and the implementing regulations at 24 CFR Part 108;

(g) The fair housing advertising and poster guidelines, 24 CFR Parts 109 and I 10; and

(h) The civil rights and Equal Opportunity reporting requirements at 24 CFR Part 885.940(f).

2.11 Cooperation in Equal Opportunity Reviews.

The Owner agrees to cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations pursuant to or permitted by all applicable civil rights statutes and regulations, Executive Orders, and civil rights related program requirements.

2.12 National Environmental Policy Act.

The Owner agrees to comply with all applicable requirements under the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.) and HUD regulation 24 CFR Part 50 including the related environmental laws, Executive Orders and HUD standards in 24 CFR 50.4

2.13 Flood Disaster Protection Act.

If the Project is located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that it will obtain coverage of the Project, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.14 Clean Air Act and Federal Water Pollution Control Act.

In compliance with 'regulations issued by the Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 1173, the Owner agrees:

(a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontractor which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list.

(b) Promptly to notify HUD of the receipt of any communication from the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities;

(c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and

(d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.15 Displacement and Relocation Assistance.

The Owner agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) as amended by the Uniform Relocation Assistance Amendments of 1987, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17, approved April 2,1987) (URA) and government-wide implementing regulations at 49 CFR Part 24 which set forth relocation assistance requirements that apply to the displacement of any person (family, individual, business, nonprofit organization or farm) as a direct result of acquisition, rehabilitation or demolition for a project assisted under this part.

2.16 Lead-Based Paint.

The Owner agrees to comply with requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 48214846) and implementing regulation at 24 CFR Part 35 to the extent they are applicable to housing under the Contract.

2.17 Lobbying.

The Owner agrees to comply with the prohibitions against lobbying the Executive or Legislative Branches of the Federal Government contained in Pub. L. 101-121 (31 USC 1352) and implementing regulations at 24 CFR Part 87.

2.18 Reports and Access to Premises and Records.

(a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by HUD.

(b) The Owner shall permit HUD or its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to project rental assistance payments.

2.19 Disputes.

Any dispute concerning a question of fact arising under this Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the HUD Secretary or a designee. Both parties shall proceed diligently with the performance of this Contract and in accordance with the Field Office's decision, pending resolution of the appeal.

2.20 Conflicts of Interest.

Officers, directors, stockholders and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site, or other matters related to development and operation of the project.

2.21 Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

2.22 Assignment, Sale or Foreclosure.

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, or the project or any part of them or any of its Interest in them, without the prior written consent of HUD.

(b) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a) of this section and further agrees to request HUD's prior written consent.

(c) Except where otherwise approved by HUD, this Contract and the Agreement shall continue in effect and project rental assistance payments will continue in accordance with the terms of this Contract in the event:

(1) of assignment, sale or other disposition of the project, this Contract or the Agreement,

(2) of foreclosure, including foreclosure by HUD.

(3) of assignments of the mortgage or deed in lieu of foreclosure,

(4) HUD takes over possession, operation or ownership,

(5) of transfer to another nonprofit owner.

2.23 Defaults by Owner.

(a) Rights of HUD If Owner Defaults under Contract.

(1) Events of Default. A default by the Owner under this Contract shall result if-

(i) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease, including failure to correct any deficiencies identified by HUD in connection with any annual or other inspection; or
(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this Contract or under any Lease; or
(iii)The Owner has violated or failed to comply with the regulations for the Section 202 or Section 811 program, with the HUD mortgage, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the capital advance.

(2) HUD Determination of Default. Upon a determination by HUD that a default has occurred, HUD shall notify the Owner of-

(i) The nature of the default,

(ii) The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default), and

(iii) The time within which the Owner shall respond with a showing that all the required actions have been taken.
If the Owner fails to respond or take action to the satisfaction of HUD, HUD shall have the right to take corrective action to achieve compliance in accordance with paragraph (3) of this section or to terminate this Contract, in whole or in part, or to take other corrective action to achieve compliance in its discretion.

(3) Corrective Actions. Pursuant to paragraph (a)(2) of this section HUD, in its discretion may take the following corrective actions:

(i) Take possession of the project, bring any action necessary to enforce any rights of the Owner growing out of the project operation, and operate the project in accordance with the terms of this Contract until such time as HUD determines that the Owner is again in a position to operate the project in accordance with this Contract. If HUD takes possession, project rental assistance payments shall continue in accordance with this Contract.

(ii) Collect all tenant payments and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property and operating the project and to pay the Owner's obligations under the note and mortgage or other capital advance documents.

(iii) Apply to any court, State or Federal, for specific performance of this Contract, for an injunction against any violation of the Contract, for the appointment of a receiver to take over and operate the project in accordance with the Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to HUD arising from a default under any of the terms of this Contract could be irreparable and the amount of damage would be difficult to ascertain.

(iv) Reduce or suspend project rental assistance payments.

(v) Transfer to another nonprofit owner.

(vi) Recover any overpayments.

(b) Remedies Not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this Contract, shall not preclude the exercise of any other remedy under this Contract or under any provisions of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Amendment to the Project Rental Assistance Contract:

Amendment No.	PRAC Contract No.	HUD Project No.

This Contract, entered into by and between the United States Of America acting through the Department of Housing and Urban Development ("Government") and ("Owner")

Witness:
In consideration of the mutual benefit to each of the aforesaid parties, the Project Rental Assistance Payments Contract executed by the Owner on , and by the Government on shall be and the same is hereby amended as follows:

Except as herein amended, the said Contract remains in full force and effect.

In Witness Whereof, the parties hereto have executed this Contract in five original counterparts.

United States of America
Secretary of Housing and Urban Development

By

Name

Official Title
Director, Nashville Multifamily Program Center

Date

Owner

By

Name

Official Title

Date

form HUD-90173-B-CA (4/92)
ref Handbooks 4571.4 and 4571.5

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NASHVILLE FIELD OFFICE, REGION IV
235 CUMBERLAND BEND DRIVE, SUITE 200
NASHVILLE, TENNESSEE 37228-1803

http://www.hud.gov

MGMT. AGENT FILE!

December 8, 2005

National Church Residences
ATTN: Mr. Rob Brumfield
2335 North Bank Drive
Columbus, Ohio 43220

Dear Mr. Brumfield:

SUBJECT: **Management Agent's Certification and Affirmative Fair Housing Marketing Plan**

National Church Residences of Memphis, TN
Memphis, Tennessee
Contract No. TN40S011003

This is in response to your e:mail to Beverly P. Bell, Project Manager, on October 19, 2005, regarding the approval of HUD Form 9839-B (Project Owner's/Management Agent Certification) and HUD Form -935.2 (Affirmative Fair Housing Marketing Plan) for the subject property.

The above referenced forms have been approved by this Office on the subject property, and returned to you per Change 1 of HUD Handbook 4381.5 REV-2, (The Management Agent Handbook).

If you have any questions, please feel free to contact me at (615) 736-7000, ext. 3826.

Very sincerely yours,

James R. Conley

James R. Conley, Project Manager
Nashville Multifamily
Program Center

Enclosures

Project Owner's/Management Agent's Certification
for Multifamily Housing Projects
for Identity-of-Interest
or Independent Management Agents

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0305
(exp. 04/30/2003)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collecton displays a valid OMB control number.

Owners of insured and assisted multifamily housing projects are required by HUD administrative guidelines as found in HUD Handbook 4381.5 REV-2, The Management Agent Handbook, to submit certain data for review by the local HUD office of approval of a new management agent. These requirements apply to insured multifamily projects or HUD-held mortgages and subsidized, non-insured projects that are not financed by State Agencies or the Rural Housing Service Agency.

Project name	FHA project number	Date (mm/dd/yyyy)
National Church Residences of Memphis TN	081-EE033	Upon Closing
City, State: Memphis, TN		Section 8 number: TN40-S011-003

Acting on behalf of National Church Residences of Memphis TN, the Project Owner (Owner), and NATIONAL CHURCH RESIDENCES, the Management Agent (Agent), we make the following certifications and agreements to the United States Department of Housing and Urban Development (HUD) regarding management of the above project.

1. We certify that:

a. We will comply with HUD requirements and contract obligations, and agree that no payments have been made to the owner in return for awarding the management contract to the agent, and that such payments will not be made in the future.

b. We have executed or will execute, within 30 days after receiving the approval(s) required by paragraph b below, a Management Agreement for this project. The Agreement provides / will provide that the Management Agent will manage the project for the term and fee described below. Changes in the fee will be implemented only in accordance with HUD's requirements

(1) Term of Agreement: 5 Years from Initial Occupancy

(2) Fees:

(a) 12.88 % of residential income collected;

(b) -0- % of commercial income collected;

(c) -0- % of miscellaneous income collected

(This percentage must not exceed the percentage in (2)(a) above).

(d) Special Fees No [X] Yes [ ] If yes, describe in paragraph 4 of Attachment 1.

(3) Calculation of Estimated Yield (See Attachment 1.)

c. We will disburse management fees from project income only after:

(1) We have submitted this Certification to HUD;

(2) HUD has approved the Agent to manage this project; and

(3) HUD has approved the management fee (if required).

d. We understand that no fees may be earned or paid after HUD has terminated the Management Agreement.

e. If HUD notifies me of an excessive management fee, I, the Agent, will within 30 days of HUD's notice either:

(1) Reduce the compensation to an amount HUD determines to be reasonable and

(2) Require the administrator to refund to the project all excessive fees collected, or

(3) Appeal HUD's decision and abide by the results of the appeal process, making any required reductions and refunds within 30 days after the date of this decision letter on the appeal.

f. If HUD holds the residential management fee yield harmless under the transition provisions of Chapter 3, Section 4 of HUD Handbook 4381.5,

(1) We understand that HUD will adjust the management fee percentage each time HUD approves a rent increase.

(2) We agree to be bound by that percentage until the next rent increase or until HUD approves a different fee, pursuant to our request.

2. We will, if the project is subsidized by HUD, select and admit tenants, compute tenant rents and assistance payments, recertify tenants and carry out other subsidy contract administration responsibilities in accordance with HUD Handbook 4350.3 and other HUD instructions.

3. We agree to:

a. Comply with this project's Regulatory Agreement, Mortgage & Mortgage Note, and any Subsidy Contract or Workout / Modification Agreement.

b. Comply with HUD handbooks, notices or other policy directives that relate to the management of the project.

c. Comply with HUD requirements regarding payment and reasonableness of management fees and allocation of management costs between the management fee and the project account.

d. Refrain from purchasing goods or services from entities that have identity-of-interest with us unless the costs are as low as or lower than arms-length, open-market purchases.

4. The Agent agrees to:

a. Ensure that all expenses of the project are reasonable and necessary.

b. Exert reasonable effort to maximize project income and to take advantage of discounts, rebates and similar money-saving techniques.

c. Obtain contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project.

d. Credit the project with all discounts, rebates or commissions (including any sales or property tax relief granted by the State or local government) received.

e. Obtain the necessary verbal or written cost estimates and document the reasons for accepting other than the lowest bid.

f. Maintain copies of such documentation and make such documentation available for your inspection during normal business hours.

g. Invest project funds that HUD policies require to be invested and take reasonable effort to invest other project funds unless the owner specifically directs the Agent not to invest those other funds.

5. We certify that the types of insurance policies checked below are in force and will be maintained to the best of our ability at all times. Fidelity bonds and hazard insurance policies will name HUD as an additional payee in the event of loss. Note: For any box not checked, attach an explanation as to why you cannot obtain that type of insurance. Such situations should be extremely rare.

a. [X] Fidelity bond or employee dishonesty coverage for

(1) all principals of the Agent and;

(2) all persons who participate directly or indirectly in the management and maintenance of the project and its assets, accounts and records. Coverage will be at least equal to the project's gross potential income for two (2) months.

b. [X] Hazard insurance coverage in an amount required by the project's Mortgage.

c. [X] Public liability coverage with the Agent designated as one of the insured.

6. The Agent agrees to:

a. Furnish a response to HUD's management review reports, physical inspection reports and written inquiries regarding the project's annual financial statements or monthly accounting reports within 30 days after receipt of the report or inquiry.

b. Establish and maintain the project's accounts, books and records in accordance with:

(1) HUD's administrative requirements;

(2) generally accepted accounting principles; and

(3) in a condition that will facilitate audit.

7. We agree that:

a. All records related to the operation of the project, regardless of where they are housed, shall be considered the property of the project.

b. HUD, the General Accounting Office (GAO), and those agencies' representatives may inspect :

(1) any records which relate to the project's purchase of goods or services,

(2) the records of the Owner and the Agent, and

(3) the records of companies having an identity-of-interest with the owner and the agent.

c. The following clause will be included in any contract entered into with an identity-of-interest individual or business for the provision of goods or services to the project: "Upon request of HUD or (name of owner or Agent), (name of contractor or supplier) will make available to HUD, at a reasonable time and place, its records and records of identity-of-interest companies which relate to goods and services charged to the project. Records and information will be sufficient to permit HUD to determine the services performed, the dates the services were performed, the location at which the services were performed, the time consumed in providing the services, the charges made for materials, and the per-unit and total charges levied for said services." The owner agrees to request such records within seven (7) days of receipt of HUD's request to do so.

8. We certify that any Management Agreement does not contain the type of "hold harmless" clause prohibited by HUD.

9. We agree to include the following provisions in the Management Agreement and to be bound by them:

a. HUD has the right to terminate the Management Agreement for failure to comply with the provisions of this Certification, or other good cause, thirty days after HUD has mailed the owner a written notice of its desire to terminate the Management Agreement.

b. In the event of a default under the Mortgage, Note or Regulatory Agreement, HUD has the right to terminate the Management Agreement immediately upon HUD's issuance of a notice of termination to the Owner and Agent.

c. If HUD exercises this right of termination, I, the Owner, agree to promptly make arrangements for providing management that is satisfactory to HUD.

d. If there is a conflict between the Management Agreement & HUD's rights and requirements, HUD's rights & requirements will prevail.

e. If the Management Agreement is terminated I, the Agent, will give to the Owner all of the project's cash, trust accounts investments and records within thirty (30) days of the date the Management Agreement is terminated.

10. I, the Owner, agree to submit a new Management Certification to HUD before taking any of the following actions:

a. Authorizing the agent to collect a fee different from the percentages fees and any special fees specified in Paragraph 1 of this Certification:

b. Changing the expiration date of the Management Agreement.

c. Renewing the Management Agreement.

d. Permitting a new Agent to operate the project.

e. Permitting a new Agent to collect a fee.

f. Undertaking self-management of the project.

11. We agree to:

a. Comply with all Federal, State, or local laws prohibiting discrimination against any persons on grounds of race, color, creed, familial status, handicap, sex or national origin, including Title VI of the Civil Rights Act of 1964, Fair Housing Act, , Executive Order 11063 and all regulations implementing those laws.

b. When the head or spouse is otherwise eligible, give families with children equal consideration for admission.

c. Give handicapped persons priority for subsidized units that were built and equipped specifically for the handicapped.

d. If the project receives any form of direct Federal financial assistance, comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 and all regulations and administrative instructions implementing these laws. The Agent understands that these laws and regulations prohibit discrimination against applicants or tenants who are handicapped or of a certain age.

e. Furnish HUD's Office of Fair Housing and Equal Opportunity any reports and information required to monitor the project's compliance with HUD's fair housing and affirmative marketing requirements (including HUD Form 949, if applicable).

f. Not discriminate against any employee, applicant for employment or contractor because of race, color, handicap, religion, sex or national origin.

g. Provide minorities, women and socially and economically disadvantaged firms equal opportunity to participate in the project's procurement and contracting activities.

h. If the project receives any form of direct Federal financial assistance, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations. I, the Agent, understand that this law and the regulations require the project to make training, employment and contracting opportunities available, to the greatest extent feasible, to lower-income project area residents and small businesses.

12. We certify that we have read and understand HUD's definition of "identity-of-interest" and that the statement(s) checked and information entered below are true. (Check box a or boxes b and / or c.)

a. ☐ No identity-of-interest exists among the Owner, the Agent and any individuals or companies that regularly do business with the project.

b. ☐ Only individuals and companies listed in Section 11a of the Management Entity Profile have an identity-of-interest with the Agent.

c. ☒ Only the individuals and companies listed below have an identity-of-interest with the Owner. (Show the name of the individual or company; list the services rendered; and describe the nature of the identity-of-interest relationship. Attach additional sheets, if necessary.)

NATIONAL CHURCH RESIDENCES,
SPONSOR AND MANAGEMENT AGENT

13. I, the Agent, certify & agree:

a. that the Management Entity Profile, dated (mm/dd/yyyy) 3/15/2002, is accurate and current as of the date of this Certification.

b. To submit an updated profile whenever there is a significant change in the organization or operations of the Management Entity.

14. The items checked below are attached:

☒ Attachment 1–Calculation of Est. Yields from Proposed Mgt Fees
☐ New Management Entity Profile
☐ Updated Management Entity Profile
☐ Other (Specify)

Warnings:

There are fines and imprisonment—$10,000/5years—for anyone who makes false, fictitious, or fraudulent statements or entries in any matter within the jurisdiction of the Federal Government (18 U.S.C 1001).

There are fines and imprisonment—$250,000/5years—for anyone who misuses rents & proceeds in violation of HUD regulations relative to this project. This applies when the mortgage note is in default or when the project is in a nonsurplus cash position (12 U.S.C 1715z-9).

HUD may seek a "double damages" civil remedy for the use of assets or income in violation of any Regulatory Agreement or any applicable HUD regulations (12 U.S.C 1715z-4a).

HUD may seek additional civil money penalties to be paid by the mortgagor through personal funds for :

(1) Violation of an agreement with HUD to use nonproject funds for certain specified purposes as a condition of receiving transfers of physical assets, flexible subsidy loan, capital improvement loan, modification of mortgage terms or workout. The penalties could be as much as the HUD Secretary's loss at foreclosure sale or sale after foreclosure.

(2) Certain specific violations of the Regulatory Agreement, the penalties could be as much as $25,000 per occurrence (12 U.S.C 1735f-15).

By Project Owner: Name
National Church Residences of Memphis TN

title
JOE KASBERG, SECRETARY/TREASURER

signature

date (mm/dd/yyyy)
11/13/2002

By Management Agent: Name
NATIONAL CHURCH RESIDENCES

title
MARK RICKETTS, VP/COO HOUSING DIVISION

signature

date (mm/dd/yyyy)
11/13/2002

Project Name	FHA Project Number	Date (mm/dd/yyyy)
National Church Residences of Memphis TN	081-EE033	Upon Closing

HUD Field Office Use Only (Check all boxes that apply)

An up-front review of the management fee was: ☐ Required ☑ Not required

☒ The management fees quoted in paragraph 1a and explained in Attachment 1 of this Certification are approved.

☐ The management fees quoted in Paragraph 1a and explained in Attachment 1 of this Certification are not approved. The attached letter, dated (mm/dd/yyyy) _____, explains the reasons for this disapproval and sets forth the allowable management fees.

☑ The residential management fee **Percentage** is held harmless at 12.88%.

☐ The residential management fee **Yield** is capped at $ N/A PUPM. Each time you approve a rent increase, adjust the management fee **Percentage** to maintain this yield and enter the information required below.

Effective Date (mm/dd/yyyy) of New Fee %*	Monthly Rent Potential	Collections % Assumed**	Adjusted Management Fee Percentage
N	O	N	E

* This should be the same date the rent increase is effective.
** 95% unless you approve a different percentage.

By Loan Servicer		By Supervisory Load Servicer/Loan Management Branch Chief	
Signature: James R. Conley	Date (mm/dd/yyyy): 12-8-05	Signature: Julie E. Moss	Date (mm/dd/yyyy): 12/8/05
Name: JAMES R. CONLEY		Name: Julie E. Moss	
Title: PROJECT MGR.		Title: Supervisory Project Mang	

Attachment 1—Calculation of Estimated Yields from Proposed Management Fees

Project Name:	FHA Project No.:	Date:
National Church Residences of Memphis TN	081-EE033	Upon Closing

1. Residential Fee	
a. Monthly residential rent potential (from Part A of the most recent HUD-approved Rent Schedule	$ 13,889
b. Line 1a times 0.95 *	$ 13,195
c. Percentage fee	12.88 %
d. Monthly residential fee yield (Line 1b times 1c)	$ 1,700
e. Total number of residential units (include rent-free units.)	1 Rent Free + 49 = 50 units
f. Residential fee yield per unit per month (Line 1d divided by 1e.)	$ 34.00 PUPM

2. Commercial Fee (Describe commercial space, how it is used and what services management provides.)

a. Monthly commercial rent potential (from Part E of the most recent Schedule)	$
b. Percentage fee	12.88 %
c. Commercial fee yield (Line 2a times 2b)	$

* Note: Generally collections must be estimated at 95% of gross potential. If you use a lower percentage, attach an explanation for the collections HUD-approved Rent percentage used. Make sure that any assumption of a lower collections base does not compensate the agent for services for which a special fee will be paid.

3. Miscellaneous Fee

a. Percentage fee (not to exceed the residential income fee percentage in Line 1c) %

b. List any miscellaneous income on which HUD allows a fee to be taken, but on which you have agreed a fee will not be paid.

4. Special Fees

Show dollar amount(s), purpose(s) and time period(s) covered. Describe performance standards and target dates for accomplishment of special tasks. (Attach additional sheets, if needed.)

Affirmative Fair Housing Marketing Plan

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp. 09/30/2003)

1a. Applicant's Name, Address (including city, state & zip code) & Phone Number
National Church Residences
2335 North Bank Drive
Columbus, Ohio 43220
(614) 451-2151

1c. Project/Application Number: 081-EE033

1d. Number of Units: 50

1e. Price or Rental Range: From $ Tenant to pay To $ 30% of income

1f. For Multifamily Housing Only: [X] Elderly [ ] Non-Elderly

1g. Approximate Starting Dates (mm/dd/yyyy): Advertising 02/15/2005; Occupancy 05/15/2005

1b. Project's Name, Location (including city, State and zip code)
NCR of Memphis, TN
Newberry Road
Memphis, Tennessee

1h. Housing Market Area: Shelby Cty

1i. Census Tract: 0095

1j. Managing/Sales Agent's Name & Address (including city, State and zip code)
Refer to 1a.

2. Type of Affirmative Marketing Plan (mark only one)
[X] Project Plan
[ ] Minority Area
[ ] White (non-minority) Area
[ ] Mixed Area (with 20 % minority residents)

3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)
[ ] White (non-Hispanic) [X] Hispanic [ ] American Indian or Alaskan Native
[X] Black (non-Hispanic) [ ] Asian or Pacific Islander [ ] Persons with Disabilities

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)
[X] Newspapers/Publications [ ] Radio [ ] TV [ ] Billboards [ ] Other (specify)

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising
Memphis Silver Star News	Black	Line Ad run 2 consecutive weeks, 90 days prior t
Tri-State Defender	Black	to occupancy
North Shelby Times	Black/Hispanic/White	2X2 ad run 2 consecutive Weeks
		90 days prior to occupancy

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster
(1) Will brochures, letters, or handouts be used to advertise? [X] Yes [ ] No If "Yes", attach a copy or submit when available.
(2) For project site sign, indicate sign size 6 x 8 ; Logotype size 10 x 12 . Attach a photograph of project sign or submit when available.
(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the [X] Sales/Rental Office [ ] Real Estate Office [ ] Model Unit [ ] Other (specify)

4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted
NAACP	Black	02/05	Office Director - 901.521.1343
Memphis Urban League	Black	02/05	Eddie Chavis, Program Officer - 901-272-2491
AAA	All	02/05	Robert McFalls, Director - 901-576-6600

Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program
See Attached List of Organizations	Phone/Letter	Refer Seniors

5. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.
[X] Newspapers/Publications [ ] Radio [ ] TV [X] Brochures/Leaflets/Handouts
[X] Site Signs [X] Community Contacts [ ] Other(specify)

6. Experience and Staff Instructions (See instructions)
6a. Staff has experience. [X] Yes [ ] No
6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing. (See attachment)

7. Additional Considerations Attach additional sheets as needed.
NCR is the sponsor & Management Agent for other 202 developments and has experience marketing to these groups. If rent up activities are unsuccessful, adjustments will be made upon HUD approval.

8. Changes and Revisions By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to ensure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy): 10/1/03

Name (type or print): Thomas J. Herlihy

Title & Name of Company: Development Specialist, National Church Residences

For HUD-Office of Housing Use Only

Approval By
Signature & Date (mm/dd/yyyy): James R Conley 12/8/05
Name (type or print): JAMES R. CONLEY
Title: PROJECT MGR.

Disapproval By
Signature & Date (mm/dd/yyyy):
Name (type or print):
Title:

ATTACHMENT TO AFFORDABLE FAIR HOUSING MARKETING PLAN

For NCR of Memphis, TN
081-EE033

Community Contacts

The following organizations will be contacted by phone or letter to refer seniors:

Memphis Urban League
Eddie Chavis, Program Officer
413 N. Cleveland
Memphis, TN 38104
901-272-2491
Fax: 901-272-1673

AAA
Robert McFalls, Director
City Hall, Penthouse
125 N. Mid-America Mall
Memphis, TN 38103
901-576-6600
901-576-6418 (fax)

United Way of the Mid South
Brad Wanzer, VP
(901) 543-5800
1407 Union Ave., Suite 900
P.O. Box 41897 38174
Fax: 272-5099

Metropolitan Inter-Faith Association
Dianne Polly, Director of Senior Services
Phone: (901) 529-4569
Fax: (901) 527-3202
Address: 910 Vance Avenue
Memphis, TN 38126

McWherter Senior Center
Clairene Tibbs, Director
Lonnie Lewis, Asst. Director
1355 Estate Drive
Memphis, TN 38119
901-761-2462

(MATA) Memphis Area Transit Authority Administrative Services
901-722- 7100
901-722-7123 (fax)
Alison Burton, Director of Marketing & Customer Relations
1370 Levee Rd.
Memphis, TN 38108

Senior Services, Inc.
John Carroll, VP of Marketing
901-766-0624
4700 Poplar Ave. #100
Memphis, TN 38117

Shelby County RSVP
Barbara Stockfish
910 Vance Ave
Memphis, TN 38173
phone: (901) 527-0208
fax: (901) 527-3202

Attachment to Affordable Fair Housing Marketing Plan

THE NCR UNIVERSITY – NCRU

"Career Education for Property Management Professionals at National Church Residences"

WHAT IS THE UNIVERSITY?

National Church Residences understands that property management professionals in today's work place are challenged as never before. Superior skills and knowledge are necessary to keep up with the growing organization and quality education is the key to continued success.

In order to meet these needs, the NCR University (NCRU) has been established to offer career advancement opportunities for all positions in the Housing Division. The NCR University curriculum is designed to promote individual performance development in "core competencies" for each position within the organization.

NCRU will provide a fully integrated approach to learning by offering distance learning courses online and through regional and national classroom seminars. Each course will be fully certified by the company and course credits awarded. Completion of NCRU coursework will affect annual performance review, pay consideration, and company-wide promotion opportunity.

NCR UNIVERSITY GOALS:

- To answer the immediate and future education and development requirements of all NCR employees by developing curriculum that is highly interactive and tied to meet specific community, regional, and company goals.
- To enhance and build upon the collective strengths and knowledge of the regions and the employees.
- To develop educational curriculum and technology that will advance NCR into the future as a leader in the field of employee training and development.

WHAT ARE THE BENEFITS OF PARTICIPATION IN THE NCR UNIVERSITY COURSES AND PROGRAMS?

One of the principal benefits of the NCRU is its unified approach to training and education. Employees who receive training in one part of the country may become qualified for positions that become available elsewhere within the company. Since education and training is consistent throughout the organization, the transition from one location to another is seamless.

NCR employees seek to perform to the highest industry standards of service and strive towards goals that reflect the quality, integrity and professional style upon which the company was founded.

The company is committed to providing employees with the opportunity to grow skills, knowledge and tools necessary to meet those high standards. That is why, regardless of the job level or assignment, every employee will be offered required courses as well as elective courses to define a career development plan that is specific and individual.

The preparation for and participation in these dynamic programs will not only equip employees to meet challenges within the organization but also foster personal and professional growth for the future.

WILL ENROLLMENT AND PARTICIPATION IN THE NCRU HELP ME ADVANCE WITHIN THE COMPANY?

Yes! At NCR, all employees will be considered for job openings and opportunities based on professional development plans and achievement of course credits that are required for each position. Advancement is also predicated on using NCRU skills successful on the job.

NCRU prides itself in having the most qualified, experienced and best-trained professional staff in the field of property management.

NCR's goal is to promote from within whenever the right candidates and job opportunities are available. Everyone is encouraged to be aggressive in seeking out additional responsibility and to get involved. People are NCR's most valuable asset and the success of the company lies in the development and support of the employees.

WHO ARE THE INSTRUCTORS FOR THE NCR UNIVERSITY?

NCRU instructors have many years of professional experience and extensive knowledge of the subject materials. The diversity of knowledge represented in the instructors creates a connection to many different views and strategies for varying market situations.

Instructors representing the *NCR Basics* program have received specialized training and certifications to ensure the understanding of the adult learning process and course content relating to the subject matter. These instructors are called Certified Training Associates, CTAs. They organize and coordinate regional training that supports the NCRU goals and requirements and are typically community employees that have obtained a company designation based on predetermined competencies and corporate certification. Career development plans to obtain a CTA designation are available through NRCU.

All instructors are dedicated to teaching, training, and improving the skills of NCR employees and to establishing education as the foundation for the company's growth.

WHAT TYPES OF COURSES WILL BE OFFERED ON THE NCR UNIVERSITY?

The NCRU follows a sequential process. The effectiveness and mastery of the *NCR Basics* course contributes to each subsequent level. This type of succession training is designed to assist in practical work applications as well as advanced skill development in such areas as problem solving, team building, and leadership.

All employees are required to attend an orientation course designed to acquaint them with the company's mission and vision. This will also serve to introduce the employee to operational procedure, standards and philosophy.

Upon enrollment, each employee will be given an individual development plan. *NCR Basics* and certain program certifications will be considered required courses and certification a prerequisite to the higher level courses.

The courses outlined in the University Course Catalog and in the NCRU – Online program strive for the highest quality industry education possible. Special attention is given to the activities and practical application segments to enhance and reinforce the course content and promote a transfer from the classroom to the community.

NCR UNIVERSITY - COURSE INDEX:

NEW HIRE ORIENTATION
(Required for NCR Basics enrollment)

Course Topics

- Company History
- NCR Core Values
- Video presentation
- Benefits and Payroll
- Introduction to OSHA
- Introduction to Fair Housing
- Policy and Procedure Guide and Resources
- Development Plan

NCR BASICS for Leasing and Management
(Required for Level One enrollment)

Course Topics

- NCR Introduction
- Fair Housing
- Marketing your Community
- Curb Appeal and Community Standards
- Developing Telephone Techniques
- The Tailored Tour and Close
- Resident Relations/Customer Service
- Handling Difficult People and Situations
- Systems and Paperwork
- Resident Orientation – The Move-In Process
- Creating a Smooth Transition – The Move-Out Process

NCR BASICS for Maintenance and Management

Course Topics

- NCR ORIENTATION
- FAIR HOUSING
- OSHA – Safety in the Workplace
- Hazards Communication/Risk Management
- Preventive Maintenance
- Emergency Procedures
- Curb Appeal and Community Standards
- Market Ready Process
- Systems and Paperwork
- Resident Relations/Customer Service
- Handling Difficult People and Situations

REQUIRED NCR CERTIFICATION(S)*

- Tax Credit Compliance (Section 42 communities)
  - Understanding the Tax Credit Program
  - Owner and Manager Responsibilities
  - Verification and Certification
  - Recertification
  - Calculating Income and Expenses

- HUD Compliance (202, 202 PRAC and Section 8 communities)
  - Understanding the HUD Based Program
  - Verification and Certification
  - Special Claims and TRACs
  - Secure Connection

- MPW (Microsoft for Windows)

NCR MANAGEMENT ESSENTIALS- LEVEL ONE

(Required Credits for Property Manager, Regional Manager, and Higher)

Course Topics

- Developing and Managing Budgets
- Projecting Income and Expenses
- Understanding Financial Statements
- Purchasing and Contracts
- Advanced Marketing Strategies
- Hiring Right - Interviewing Techniques
- Goal Setting and Establishing Development Plans
- Corrective Counseling

NCR LEADERSHIP SERIES – LEVEL TWO

(Required for Regional Manager and Higher)

- The Leader in Each of Us
- Making Training Stick
- Using Collaboration in the Workplace
- Handling Emotions Under Pressure
- Conflict to Collaboration
- Coaching – Bringing out the Best in Everyone
- Giving Recognition
- Giving Powerful Presentations and Meetings

**Courses offered through instructor lead courses only. Check the NCRU National Calendar for date and location near you. All other courses are also available through the NCR-ONLINE UNIVERSITY.*

Return to: Armst g Allen, PLLC
6060 Poplar Avenue Suite 140
Memphis, TN 38119

(2)

Capital Advance Program
Regulatory Agreement

Housing for the Elderly or Handicapped (Nonprofit)
Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

EXHIBIT
I

This agreement entered into 24th day of September, 2004, between National Church Residences of Memphis, TN whose address is 2335 North Bank Drive, Columbus, OH 432

hereinafter called Mortgagor, and the undersigned Secretary of Housing and Urban development hereinafter called HUD.

In consideration of the making of the capital advance by HUD and the disbursement of any part thereof, and in order to comply with the requirements of the Housing Act of 1959 or National Affordable Housing Act of 1990 and the Regulations adopted by the Secretary pursuant thereto, the Mortgagor agrees for itself, its successors and assigns, and any owner of the mortgaged property, that in connection with the mortgaged property and the project operated thereon and so long as the capital advance is outstanding:

1. The Note and Mortgage bear no interest and repayment is not required so long as the housing remains available for very low-income elderly persons or very low-income persons with disabilities (whichever is applicable).

2. Mortgagor will establish and maintain a special fund to be known as the revenue fund account in a bank which is a member of the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund, into which will be deposited all rentals, charges, income and revenue arising from the operation or ownership of the project. The bank in which this account is established shall provide collateral acceptable to HUD to equal the maximum amount in the account at any one time when such amount exceeds $100,000. If the bank will not provide appropriate collateral in such instances, the Mortgagor will be required to establish accounts in two or more banks so that the total amount on deposit at any time does not exceed $100,000 in any one bank. Expenditures shall be made from the revenue fund account only in accordance with the operating budget submitted to and approved by HUD.

3. Not later than 30 days prior to the beginning of each fiscal year, the Mortgagor shall submit an operating budget for that fiscal year to HUD. The budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, prorated amounts required for insurance and all other expenses incident to the operation of the project; and shall show the expected revenue to pay such expenses, including reserve fund deposits. The expenses incurred and disbursements shall not exceed the reasonable and necessary amount thereof, and the Mortgagor will not expend any amount or incur any obligations in excess of the amounts approved in the annual operating budget except upon written certification by the Mortgagor to HUD that such expenses were unanticipated and are necessary and provided further, that nothing in this section shall limit the amount which the Mortgagor may expend from funds obtained from some other source than project revenues or other funds required of the Mortgagor pursuant to this Agreement or the Capital Advance Agreement.

4. As security for the Capital Advance for the required payments under this Agreement into the reserve fund for replacements, and for all other obligations of the Mortgagor under this Agreement, the Mortgagor hereby assigns, pledges and mortgages to HUD all its rights to the income and charges of whatever sort which it may receive or be entitled to receive from the operation of the mortgaged property, subject, however, to any assignment of rents or project income in the Mortgage referred to herein. Until a default occurs under this Agreement, however, permission is granted to Mortgagor to collect and retain under the provisions of this Agreement such rents, income, operating surplus and charges, but upon default this permission is terminated, as to all rents, income, operating surplus and charges due or collected thereafter.

5. (a) Mortgagor will establish and maintain a reserve fund for replacements in a separate account in a bank which is insured by the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund. Concurrently with the effective commencement of rental assistance payments under the Project Rental Assistance Contract, the Mortgagor will deposit an amount equal to $ per month unless a different date or amount is approved in writing by HUD. * $1,112.50

   Such fund, whether in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America shall at all times be subject to the control of HUD. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the project for any other purpose, may be made only after the consent in writing of HUD. In the event of a default in the terms of the mortgage, HUD may demand the full or partial application of the balance in such fund to be amount due on the mortgage debt.

   (b) Mortgagor will deposit the minimum capital investment with an escrow agent acceptable to HUD purusant to Regulations.

   (c) Within 60 days after the end of each fiscal year, any residual receipts realized from the operation of the mortgaged property shall be deposited in a separate

residual receipts account. Residual receipts shall be under the control of HUD and shall be disbursed only at the discretion of HUD for such purpose as it may determine to be necessary or appropriate.

6. The real property covered by the Mortgage and this Agreement is described in Schedule A attached hereto.

7. Mortgagor shall not without the written approval of the Secretary;

   (a) Transfer, dispose of or encumber any of the mortgaged property. Any such transfer shall be only to a person or persons or corporation satisfactory to and approved by HUD, who shall, by legal and valid instrument in writing, to be recorded or filed in the same recording office in which conveyances of the property covered by the Mortgage are required to be filed or recorded, duly assume all obligations under this Agreement and under the Note and Mortgage;

   (b) Assign, transfer, dispose of, or encumber any personal property, including rents or charges, and shall not disburse or pay out any funds except as provided herein and in the Capital Advance Agreement.

   (c) Remodel, reconstruct, add to, or demolish any part of the mortgaged property or subtract from any real or personal property of the project;

   (d) Pay any compensation or make any distribution of income or other assets to any of its officers, directors or stockholders;

   (e) Enter into any contract or contracts for supervisory or managerial services;

   (f) Require as a condition of occupancy or leasing of any unit or residential space in the project, any consideration or deposit other than a security deposit in an amount equal to one month's total tenant payment or $50, whichever is greater. The family is expected to pay the security deposit from its own resources and other available public or private resources. The Mortgagor may collect the security deposit on an installment basis.

   The security deposits must be placed in a segregated interest-bearing account. A record shall be maintained of the amount in this account that is attributable to each family in residence in the project. Annually for all families, and when computing the amount available for disbursement, the Mortgagor shall allocate to the family's balance, the interest accrued on the balance during the year. Unless prohibited by State or local law, theMortgagor may deduct for the family, from the accrued interest for the year, the administrative cost of computing the allocation to the family's balance. The amount of the administrative cost adjustment shall not exceed the accrued interest allocated to the family's balance for the year. The amount of the segregated, interest-bearing account maintained by the Mortgagor must at all times equal the total amount collected from the families then in occupancy plus any accrued interest and less allowable administrative cost adjustments.

   The Mortgagor must comply with any applicable State and local laws concerning interest payments on security deposits.

   The Mortgagor, subject to State and local law, may use the family's security deposit balance as reimbursement for any unpaid family contribution or other amount which the family owes under the lease in accordance with the Regulations.

   (g) Permit the use of the dwelling accommodations of the project for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by HUD.

   (h) Amend its articles of incorporation or by-laws other than as permited under the terms of the articles of incorporation approved by HUD.

8. Mortgagor shall maintain the mortgaged premises, accommodations and the grounds and equipment appurtenant thereto, in good and substantial repair and condition; **provided that**, in the event all or any of the buildings covered by the Mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the Mortgage.

9. Mortgagor shall not file any petition in bankruptcy or insolvency, or for a receiver, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors; or permit an adjudication in bankruptcy, or insolvency, the taking possession of the mortgaged property or any part thereof by a receiver, or the seizure and sale of the mortgaged property or any part thereof under judicial process or purusant to any power of sale and fail to have such adverse actions set aside within 45 days.

10. Mortgagor shall from funds other than project income immediately satisfy or release any mechanic's lien, or any other lien which attaches to the mortgaged property or any personal prop-erty used in the operation of the project, and shall dismiss or have dismissed or vacated any receivership, or petition in bank-ruptcy or assignment for benefit of creditors, creditors bill or insolvency proceeding involving the project or the mortgaged property.

11. (a) If the Mortgagor has or comes to have any nonproject funds, all income and other funds of the mortgaged project shall be segregated from any such funds of the Mortgagor and segregated from any funds of any other corporations or persons. Income and other funds pledged to the mortgaged project shall be expended only for the purposes of the project.

    (b) Mortgagor shall provide for the management of the project satisfactory to HUD. Any management contract entered into by the Mortgagor involving the project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by HUD addressed to the Mortgagor and the management agent. Upon receipt of such request the Mortgagor shall immediately move to terminate

the contract within a period of not more than 60 days and shall make arrangements satisfactory to HUD for continuing proper management of the project.

(c) Neither Mortgagor nor its agents shall make any payments for services, supplies or materials unless such services are actually rendered for the project or such supplies or materials are delivered to the project and are reasonably necessary for its operation. Payments for such services or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials furnished.

(d) The mortgaged property, equipment, buildings, plans, offices, devices, books, apparatus, contracts, records, documents, and all other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and subject to examination and inspection at any reasonable time by HUD and its duly authorized agents. Mortgagor and its successors, assigns or its agents shall retain copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by HUD or its duly authorized agents.

(e) The books and accounts of the operations of the mortgaged property and of the project shall be kept in accordance with the requirements of HUD.

(f) Within 60 days following the end of each fiscal year HUD shall be furnished with a complete annual financial report based upon an examination of the books and records of Mortgagor prepared in accordance with the requirements of HUD, certified to be an officer of the Mortgagor and, when required by HUD, prepared and certified by a Certified Public Accountant, or other person accepted to HUD.

(g) At the request of HUD, its agents, employees, or attorneys, the Mortgagor shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the property and the status of the Mortgage and any other information with respect to the Mortgagor or the mortgaged property and of the project which may be requested.

(h) All receipts of the project shall be deposited in the name of the project in a bank, whose deposits are insured by the FDIC, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund. Such funds shall be withdrawn only in accordance with the provisions of this Agreement for expenses of the project. Any person receiving funds of the project shall immediately deposit such funds in the project bank account and failing so to do in violation of this Agreement shall hold such funds in trust. Any person receiving property of the project in violation of this Agreement shall immediately deliver such property to the project and failing so to do shall hold such property in trust.

(i) Mortgagor shall at all times, if required by the laws (the jurisdiction, maintain in full force and effect license to operate the project from the State and/or oth licening authority. Mortgagor shall lease any portion (the project only on terms approved by HUD.

(j) Mortgagor shall not collect from tenants or occupants o prospective tenants or occupants of the project an admission fee, founder's fee, life-care fee, or simila payment pursuant to any agreement, oral or writter whereby the Mortgagor agrees to furnish accommoda tions or services in the project to persons making suc payments.

(k) No officer, director, trustee, member, stockholder no authorized representative of the Mortgagor except fo management by sponsor or non-profit affiliate, shal have any financial interest in any contractural arrange ment entered into by the Mortgagor in connection wit rendition of services, the provision of goods or supplies management of the project, procurement of the site o other matters whatsoever.

12. (a) If project is funded under Section 202 of the Housin Act of 1959, as amended, Mortgagor will limit publi occupancy of the project to elderly families and indi viduals as defined in Section 202 of the Housing Act o 1959, and applicable HUD Regulations. If project i funded under Section 811 of the National Affordabl Housing Act of 1990, Mortgagor will limit publi occupancy of the project to persons with disabilities a defined in Section 811 of the National Affordable Housing Act of 1990, and applicable HUD Regulations. The criteria governing eligibility of tenants for admission t Section 202 or Section 811 units and the conditions o continued occupancy shall be in accordance with the Project Rental Assistance Contract.

(b) Except as provided in (d) below Mortgagor will make its dwelling accommodations and services available to eligible occupants at charges established in accordance with a schedule to be approved in writing by HUD. Such accommodations shall not be rented for a period less than 30 days. Commercial facilities, if any, shall be rented only in accordance with a schedule of charges fixed by the Mortgagor and approved in writing by HUD. Subleasing of dwelling accommodations or commercial facilities shall be permitted only upon the terms and conditions approved by HUD in writing.

(c) Upon prior written approval by the Secretary, Mortgagor may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Mortgagor for any facilities and/or services which may be furnished by the Mortgagor or others to such tenant upon request, in addition to the facilities and services included in the approved Project Rental Assistance Contract.

(d) Nothing contained in this Agreement shall be construed to relieve the Mortgagor of any obligations under the Project Rental Assistance Contract.

13. Mortgagor will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, creed, age, sex, handicap, familial status or national origin, including Title VI of the Civil Rights Act of 1964 (42U.S.C.2000d-1), the Fair Housing Act (42U.S.C.3601), Section 504 of the Rehabilitation Act of 1973(29U.S.C.794), Age Discrimination Act of 1975(42U.S.C.6101) Executive Orders 11063 and 11246, Section 3 of the Housing and Urban Development Act of 1968, and the affirmative fair housing marketing requirements at 24CFR part 200, subpart M.

14. No litigation seeking the recovery of a sum in excess of $5,000 nor any action for specific performance or other equitable relief shall be instituted nor shall any claim for a sum in excess of $5,000 be settled or compromised by the Mortgagor unless prior written consent thereto has been obtained from HUD. Such consent may be subject to such terms and conditions as HUD may prescribe.

15. Upon a violation of any of the above provisions of this Agreement by Mortgagor, HUD may give written notice, thereof, to Mortgagor, by registered or certified mail, addressed to the address stated in this Agreement, or such other address as may subsequently, upon appropriate written notice thereof to HUD, be designated by the Mortgagor as its legal business address. If such violation is not corrected to the satisfaction of HUD within 30 days after the date such notice is mailed or within such further time as HUD determines is necessary to correct the violation, without further notice HUD may declare a Default under this Agreement effective on the date of such declaration of default and such default HUD may:

    (a) Take possession of the project, bring any action necessary to enforce any rights of the Mortgagor growing out of the project operation, and operate the project in accordance with the terms of this Agreement until such time as HUD in its discretion determines that the Mortgagor is again in a position to operate the project in accordance with the terms of this Agreement and incompliance with the requirements of the Note and Mortgage, or require Power of Attorney from Mortgagor to effectuate transfer of the project to a HUD approved nonprofit corporation.

    (b) Collect all rents and charges in connection with the operation of the project and use such collections to pay the Mortgagor's obligations under this Agreement and under the Note and Mortgage, and the necessary expenses of preserving the property and operating the project.

    (c) Declare the whole of said indebtedness immediately due and payable and then proceed with the foreclosure of the mortgage.

    (d) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the property in accordance with the terms of this Agreement, or for such other relief as may be appropriate, since the injury t HUD arising from a default under any of the terms o this Agreement would be irreparable and the amount o damage would be difficult to ascertain.

    (e) Require the Mortgagor to transfer all of its right title an interest in the project and to all project assets to private nonprofit corporation designated by HUD and for this prupose the Mortgagor hereby constitutes an appoints HUD its true and lawful attorney-in-fact, wit full power of substitution in the premises, to transfer th project and all project assets to the private nonprofi corporation designated by HUD, if the Mortgagor fail or refuses to make such a transfer as required by HUD

16. (a) Mortgagor has executed the Project Rental Assistanc Contract. The terms of the Project Rental Assistanc Contract, when executed, shall be incorporated by reference into this Regulatory Agreement.

    (b) A violation of the Project Rental Assistance Contrac may be construed to constitute a default hereunder in th sole discretion of HUD.

    (c) In the event said Project Rental Assistance Contrac expires or terminates before the expiration or termination of this Agreement, the provisions of this paragraph and any other reference to said Contract, and to assisted units contained herein shall be self-cancelling and shall no longer be effective as of the date of the expiration or termination of the Project Rental Assistance Contract.

17. As used in this Agreement the term:

    (a) "Default" means a default declared by HUD when a violation of this Agreement is not corrected to its satisfaction within the time allowed by this Agreement or such further time as may be allowed by HUD after written notice;

    (b) "Distribution" means any withdrawal or taking of cash or other assets of the project other than for payment of reasonable expenses incident to its construction, operation and maintenance;

    (c) "Mortgage" includes "Deed of Trust", "Chattel Mortgage" Declaration of Covenants" and any other security for the Note identified herein;

    (d) "Mortgaged Property" includes property, real, personal, or mixed, covered by the mortgage or mortgages securing the note held by HUD;

    (e) "Mortgagee" refers to the holder of the mortgage identified herein, its successors and assigns;

    (f) "Project" includes the mortgaged property and all its other assets or whatsoever situate, used in or owned by the business conducted on said mortgaged property;

    (g) "Residual Receipts" means any cash remaining after;

        (1) The Payment of;

            (i) All amounts required to be deposited in the reserve fund for replacements;

(ii) All obligations of the project other than the mortgage held by HUD unless funds for payment are set aside or deferment of payment has been approved by HUD; and

(2) The segregation of;

(i) An amount equal to the aggregate of all special funds required to be maintained by the project;

(ii) All tenant security deposits held.

(h) "Assisted Units" refer to units assisted pursuant to Project Rental Assistance Contract.

(i) "Assistance Contract" refers to a Project Rental Assistance Contract between the Mortgagor and HUD under Section 202 of the Housing Act of 1959 or between the Mortgagor and HUD under Section 811(d)(2) of the National Affordable Housing Act of 1990.

18. HUD shall not be liable for any of its actions hereunder except for arbitrary and capricious conduct.

19. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns, and all owners of the mortgaged property, so long as the Mortgage is outstanding.

20. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

21. Mortgagor warrants that it has not, and will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereto, and that, in any event the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

22. Mortgagor does not assume personal liability for payments due under the Note and mortgage or for payments to the reserve for replacement fund. However, defaults or other failures to follow program requirements may result in limited denial of participation or debarment from HUD or other Federal programs.

23. Mortgagor shall have available necessary equipment or devices and make reasonable accommodations to meet the needs of persons with visual and/or hearing impairments in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 24 CFR Part 8.

United States of America Secretary of Housing and Urban Development (Signature) Ed M Phillips		Owner(Signature) NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN	
By (Name) ED M PHILLIPS		By (Name) Mark R. Ricketts	
Official Title Authorized Agent	Date September 28 2004	Official Title President	Date September 24, 2004

STATE OF OHIO
COUNTY OF Franklin

Before me, the undersigned, a Notary Public, of the State and County aforesaid, personally appeared Mark R. Ricketts, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of National Church Residences of Memphis, TN, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand, at office this 24 day of September, 2004.

ERICA E. WARREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 22, 2007

NOTARY PUBLIC
My commission expires: 12/22/07

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for said State, on the 28 day of September, 2004, personally appeared Ed M. Phillips, who is personally well known to me to be the Authorized Agent, of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him by Section 202 of the Housing Act of 1959 and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this 28 day of September, 2004.

NOTARY PUBLIC
My Commission Expires: Nov. 17, 2007

SCHEDULE A

BEING THE NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN. PROPERTY AS RECORDED IN INSTRUMENT NUMBER 04085555 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE AND BEING THE FINAL PLAN–PHASE 2 OF PLUM TREE DEVELOPMENT AS SHOWN IN PLAT BOOK 213 AT PAGE 45 OF SAID REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF FOX HUNT DRIVE AND NEWBERRY AVENUE; THENCE WITH THE CENTERLINE OF NEWBERRY AVENUE S89°40'59"E A DISTANCE OF 208.04 FEET TO A POINT; THENCE, AT A RIGHT ANGLE WITH THE CENTERLINE OF SAID NEWBERRY AVENUE, S0°21'40"E A DISTANCE OF 25.00 FEET TO A FOUND IRON PIN ON THE NORTH RIGHT–OF–WAY LINE OF NEWBERRY AVENUE (50' R.O.W.) TO THE THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF LOT 206, SECTION "B" OF FOX MEADOWS GARDENS SUBDIVISION (PLAT BOOK 46, PAGE 59); THENCE WITH THE SOUTH RIGHT–OF–WAY LINE OF SAID NEWBERRY AVENUE N89°38'20"E A DISTANCE OF 413.57 FEET TO AN IRON PIN SET IN THE WEST LINE OF THE SAMALA, LLC PROPERTY (INSTRUMENT NUMBER KE–2853); THENCE WITH SAID WEST LINE OF SAID SAMALA, LLC PROPERTY S0°42'50"E A DISTANCE OF 502.61 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF PHASE ONE OF PLUM TREE DEVELOPMENT (PLAT BOOK 87, PAGE 30); THENCE ALONG THE NORTH LINE OF SAID PHASE ONE OF THE PLUM TREE DEVELOPMENT S89°54'10"W A DISTANCE OF 413.59 FEET TO A SET IRON PIN AT THE NORTHWEST CORNER OF SAID PHASE ONE OF THE PLUM TREE DEVELOPMENT, SAID POINT BEING IN THE EAST LINE OF SAID LOT 206, SECTION "B" OF FOX MEADOWS GARDENS SUBDIVISION; THENCE WITH SAID EAST LINE N0°42'50"E A DISTANCE OF 500.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 207,468 SQUARE FEET, OR 4.76 ACRES, WITHIN THESE BOUNDS.

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

04162663

09/28/2004 - 11:53 AM

7 PGS : R - MISCELLANEOUS	
CHRIS 262078-4162663	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	37.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

Return to: Armstrong Allen, PLLC, 6060 Poplar Avenue Suite 140, Memphis, TN 38119

Capital Advance Program
Use Agreement

For Section 202 of the Housing Act of 1959 or
Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470 (exp. 01/31/200

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searchin existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding th burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Office Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 2041(3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control numbe **Do not send this form to the above address.**

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD i determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the projec design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring th continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assuranc of confidentiality is provided.

This Agreement made the 24th day of September, 20 04, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and National Church Residences of Memphis, TN, a private nonprofit corporation, organized and existing under and by virtue of the laws of the State of Tennessee (hereinafter called the "Owner"), provides as follows:

Whereas, the Owner and HUD have entered into a Capital Advance Agreement to assist in financing a rental housing project to house elderly persons or persons with disabilities, (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations;

Whereas, HUD through the Capital Advance Agreement has provided funding for the Project identified as project number 081-EE033, financed with a Note and Mortgage (Deed of Trust), dated 9/24/04 and covering real property as described in Exhibit "A" attached hereto, which Mortgage was recorded in the Recorder's Office of Shelby County on 9/28/04, as Instrument D4162662, Book _____, Page _____;

Whereas, The Project is subject to a Regulatory Agreement, dated 9/24/04 and recorded on 9/28/04 in the Recorder's Office of Shelby County as document number D4162663 Book _____, Page _____;

Whereas, pursuant to section 202 of the Housing Act of 1959 (elderly projects) or section 811 of the National Affordable Housing Act (disabled projects) and the corresponding regulations, in exchange for HUD's agreement to provide capital advance financing and project rental assistance payments, the Owner has agreed to continue to operate the Project only as rental housing for very-low income elderly or disabled persons for not less than 40 years from October 1, 2005, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 889 or 890.
2. **Term.** This Agreement shall remain in effect for not less than 40 years from October 1, 2005, unless otherwise approved by HUD.
3. **Use Restriction.** The Project shall be used solely as rental housing for very-low income elderly or disabled persons.
4. **Transfer.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said property andrefrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer the project to another private nonprofit corporation in the event of default under the Capital Advance Agreement or the Regulatory Agreement. The Owner may transfer the Project during the term of this Agreement only with the prior written approval of HUD, and any such grantee shall assume the obligations under this Agreement as a condition of any transfer. In any event, this Agreement shall be binding upon the Owner's successors and assigns.
5. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the Project shall be effective to release such property from the restrictive covenants hereby created.
6. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
7. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

In Witness Whereof, HUD and the Owner by its officers thereunto duly authorized has caused these presents to be signed in its nam and its corporate seal to be hereunto affixed and attested this 24 day of September 20 04 .

(Seal)

Attest:

Name of Owner:
NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN

Secretary:
Joseph R. Kasberg

By: (President)
Mark R. Ricketts

United States of America, Secretary of Housing and Urban Development

By:

Title:
Authorized Agent

State or TENNESSEE)

County of Davidson) ss:

)

Before me, the undersigned, a Notary Public in and for said State, on this 28 day of September, 20 04, personally appeared Ed M. Phillips, who is personally well known to me to be the Authorized Agent, of HUD, and the person w executed the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 the National Affordable Housing Act, and I having first made known to him the contents thereof, he did acknowledge the signing there to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes a considerations therein set forth.

Witness my hand and official seal this 28 day of September, 20 04.
(Seal)

(Notary Public)
My commission expires Nov. 28, 20 08.

State or OHIO)

County of FRANKLIN) ss: a Notary Public in and for said county and Stat

)

On this 24th day of September, 20 04, before me residing therein/duly commissioned an sworn, personally appeared Joseph R. Kasberg, ~~a Notary Public in and for said county and Stat~~ proved to me on the basis of satisfactory evidence to be the Secretary of National Church Residences of Memphis, IN, th executed the within instrument and acknowledged to me that as such Secretary executed th same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above writter
(Seal)

ERICA E WARREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 22, 2007

(Notary Public)
My commission expires 12/22, 20 07.

State or OHIO)

County of FRANKLIN) ss: a Notary Publi in and for sai county and Sta

)

On this 24th day of September, 20 04, before me residing therein,/duly commissioned and sworn, personally appeared Mark R. Ricketts, ~~a Notary Public in and for said county and State~~, proved to me on the basis of satisfactory evidence to be the President of National Church Residences of Memphis, T that executed the within instrument and acknowledged to me that as such President executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

ERICA E. WARREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 22, 2007

(Notary Public)
My commission expires 12/22, 20 07.

EXHIBIT A

BEING THE NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN. PROPERTY AS RECORDED IN INSTRUMENT NUMBER 04085555 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE AND BEING THE FINAL PLAN–PHASE 2 OF PLUM TREE DEVELOPMENT AS SHOWN IN PLAT BOOK 213 AT PAGE 45 OF SAID REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 207,468 SQUARE FEET, OR 4.76 ACRES, WITHIN THESE BOUNDS.

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

04162664

09/28/2004 - 11:53 AM

4 PGS : R - MISCELLANEOUS	
CHRIS 262078-4162664	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	22.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

05178262

10/31/2005 - 07:14 AM

4 PGS : R - WARRANTY DEED

DEBBIES 355898-5178262

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	22.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

EXHIBIT
J

CORRECTION

WARRANTY DEED

THIS INDENTURE, made and entered into on this 14th day of May, 2004, by and between LMR, L.P., a limited partnership (formerly LMR, Ltd.), party of the first part, and NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee, to-wit:

Part of a parcel of land situated in the Second Civil District of Shelby County, Tennessee, being more particularly described as follows: BEGINNING at a point in the center line of Winchester Road at the intersection of the east line of Section B, Fox Meadows Gardens, produced; thence east along the center line of Winchester Road 413.59 feet to a point; thence north along the west line of the Jennie Walker property 685.00 feet to a point in the center line of Newberry Street projected; thence west along the centerline of Newberry Street projected and parallel to Winchester Road 413.59 feet to a point; thence south along said east line 685.00 feet to the point of beginning.

LESS AND EXCEPT that property conveyed to the City of Memphis by Warranty Deed of record as Instrument No. R5 8911, in the Register's Office of Shelby County, Tennessee

Being the same property conveyed to party of the first part herein by Warranty Deed of record as Instrument No. P2 4202, in the Register's Office of Shelby County, Tennessee.

The property herein conveyed is subject to the following: 2004 Shelby County taxes and 2004 City of Memphis taxes, not yet due and payable, which second party agrees to pay; Subdivision restrictions, building lines and easements of record in Plat Book 84, page 26, Plat Book 87, Page 30 and Plat Book 82, Page 55, and easements of record in Instrument No. T3 1664, Z4 4808 and S8 6312, in said Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out hereinabove; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

THIS CORRECTION WARRANTY DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION OF THE PROPERTY CONVEYED HEREIN.

SEE EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR CORRECTED LEGAL DESCRIPTION OF PROPERTY.

LMR, L.P., a limited partnership

By: _____

NEIL E. RINGEL, GENERAL PARTNER

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared NEIL E. RINGEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the GENERAL PARTNER (or other officer authorized to execute the instrument) of LMR, L.P., a limited partnership, the within named bargainor, and that he, as such GENERAL PARTNER, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of LMR, L.P., a limited partnership, by himself as such GENERAL PARTNER.

WITNESS my hand at office this 14th day of May, 2004.

NEIL HARKAVY
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENNESSEE
MY COMMISSION EXPIRES AUGUST 9, 2005

Notary Public

My commission expires: _____

PROPERTY ADDRESS:
Phases 2 and 3, Plum Tree Development
Newberry Street/vacant lot
Memphis, Tennessee

MORTGAGEE:

NAME AND ADDRESS OF PROPERTY OWNER(S):/
MAIL TAX NOTICES TO:
NATIONAL CHURCH RESIDENCES OF MEMPHIS, TN
2335 North Bank Drive
COlumbus, OH 43220-5499

THIS INSTRUMENT PREPARED BY AND RETURN TO:
NEIL HARKAVY
ARMSTRONG ALLEN, PLLC
6060 Poplar Avenue, Suite 140
Memphis, Tennessee 38119

T.G. No. LTIC MP003487MA
Tax Parcel No.: 093-400-224C
File No. 03022160

State Tax	$_____
Register's Fee	$ 1.00
Recording Fee	$ 12.00
TOTAL	$_____

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $180,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 14th day of May, 2004.

Notary Public

My commission expires: 11-14-04

(FOR RECORDING DATA ONLY)

Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

04085555

05/24/2004 - 08:32 AM

2 PGS : R - WARRANTY DEED

ERICA 230919-4085555

VALUE	180000.00
MORTGAGE TAX	0.00
TRANSFER TAX	666.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	679.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366
http://register.shelby.tn.us

EXHIBIT A

PROPERTY IN MEMPHIS, SHELBY COUNTY, TENNESSEE:

The National Church Residences of Memphis, Tennessee property as recorded in Instrument No. 04085555, in the Register's Office of Shelby County, Tennessee and being the Final Plan-Phase 2 of Plum Tree Development as shown in Plat Book 213, Page 45, in said Register's Office and being more particularly described as follows:

COMMENCING at the centerline intersection of Fox Hunt Drive and Newberry Avenue; thence with the centerline of Newberry Avenue S 89 deg. 40 min. 49 sec. E a distance of 208.04 feet to a point; thence, at a right angle with the centerline of said Newberry Avenue, S 0 deg. 21 min. 40 sec. E a distance of 25.00 feet to a found iron pin on the north right of way line of Newberry Avenue (50' ROW) to the point of beginning, said point being the northeast corner of Lot 206, Section B of Fox Meadows Gardens Subdivision (Plat Book 46, Page 59); thence with the south right of way line of said Newberry Avenue N 89 deg. 38 min. 20 sec. E a distance of 413.57 to an iron pin set in the west line of the Samala, LLC property (Instrument No. KE 2853); thence with said west line of said Samala, LLC property S 0 deg. 42 min. 50 sec. E a distance of 502.61 feet to a set iron pin at the northeast corner of Phase One of Plum Tree Development (Plat Book 87, Page 30); thence along the north line of said Phase One of the Plum Tree Development S 89 deg. 54 min. 10 sec. W a distance of 413.59 feet to a set iron pin at the northwest corner of said Phase One of the Plum Tree Development, said point being in the east line of said Lot 206, Section B of Fox Meadows Gardens Subdivision; thence with said east line N 0 deg. 42 min. 50 sec. E a distance of 500.70 feet to the point of beginning, containing 207,468 square feet, or 4.76 acres.

SHELBY COUNTY GOVERNMENT
SHELBY COUNTY BOARD OF COMMISSIONERS
160 North Main #450
Memphis, TN 38103
545-4301
545-4283 fax

TO: Chairperson Deidre Malone

FROM: Mike Ritz, Commissioner

DATE: May 4, 2009

SUBJECT: Audit Committee Discussion Item

Can we schedule a discussion item as follows?

"Discussion – Probate Court Clerk comments from Management Letter to FY2008 Audit."

Rec'd 2-4-09
MRG

WATKINS UIBERALL

Watkins Uiberall, PLLC
Certified Public Accountants & Financial Advisors
Independent Member of BKR International

BANKS, FINLEY, WHITE & CO.
CERTIFIED PUBLIC ACCOUNTANTS

December 23, 2008

To the Audit Committee of the
Shelby County Board of Commissioners and
the Mayor of Shelby County, Tennessee

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented components units, each major fund, and the aggregate remaining fund information of Shelby County, Tennessee (the County) as of and for the year ended June 30, 2008, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purposes of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. We previously reported on the County's internal control in our report dated December 23, 2008. This letter does not affect our report dated December 23, 2008, on the financial statements of the County.

The County's written response, if provided, to the comments identified has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various County personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

Sincerely,

Watkins Uiberall, PLLC
Banks, Finley, White & Co

1661 Aaron Brenner Drive, Ste. 300 • Memphis, Tennessee 38120 (901) 761-2720 • Fax: (901) 683-1120 • www.wucpas.com

Management Letter Points

Circuit Court Clerk

Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Response: The Circuit Court Clerk does have limited personnel and resources; therefore, management may not always be able to properly segregate duties among employees. However, we believe our audit controls are sufficient to protect this office and the Clerk of Court, Jimmy Moore.

Chancery Court Clerk

1. Bonds and investments held for others are not being reconciled to the general ledger. Without reconciliation, there could be unknown errors in the records or in the general ledger as a whole.

   We recommend that these accounts be reconciled and that the individual records of the funds held for others be reconciled to the general ledger on a monthly basis.

   Response: Chancery Court is in the process of updating its accounting process from a manual general ledger system to a computerized general ledger system. Once the computerized general ledger system is brought on line, this process will save the department sufficient time necessary to reconcile the individual records of the funds held for others to the general ledger on a regular basis.

2. Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees, however, we are required to bring this matter to your attention.

   Response: During the past year, Chancery Court has hired an accountant. Part of his responsibility will be to review the accounting policies and procedures of the accounting department and make necessary changes to ensure that appropriate controls are in place to properly segregate duties among employees.

In addition, the duties of the employees and officials will be reviewed, and changes made to make certain of the adherence to the internal controls designed to segregate the duties within the department will occur.`

General Sessions Court Clerk – Civil

1. The General Sessions Court Clerk, Civil division uses a general ledger system and other software packages to perform various accounting functions for the Clerks' office. The cycle of transactions through each software program causes overstated balances in various accounts. The volume of transactions has created difficulty in reconciling general ledger accounts. As a result of these issues, certain accounts are more likely to contain incorrect balances and could potentially conceal fraud.

   We recommend that the Clerk's office evaluate its entire accounting software system and make necessary changes to ensure a system that is established, reliable, and maintains proper safeguards.

2. Accounts Payable - Clearing and Judgments accounts are not being reconciled to the subsidiary ledgers. The subsidiary ledger is a listing of individuals and the related amounts held. Management is unable to reconcile these ledgers to the general ledger.

   We recommend that the subsidiary ledgers be reconciled to the general ledger. If adjustments must be made, then make the necessary adjustments.

   Response: Since the implementation of the ACS Courts application, there has been a tireless effort to correct errors that have been made. We are analyzing in the general ledger entries and making either the entries the system did not make or the entries that employees did not make. The correction of these errors will head to the correct subordinate ledger to general ledge balancing and ultimately the correct information on the bank reconciliation. The volume of our general ledger transactions does create difficulty in the expediency in which each analysis can be performed.

3. The Clerk maintains undeliverable funds which have not been remitted to the recipient. According to *Tennessee Code Annotated* 66-29-110, property that has remained unclaimed by the owner for more than one (1) year is presumed to be abandoned, except property in the custody or control of any state or federal court in any pending action. *Tennessee Code Annotated* 66-29-113 requires a report on abandoned property to be filed with the State and *Tennessee Code Annotated* 66-29-115 requires payment or delivery of the abandoned property to the State Treasurer.

We recommend that the *Tennessee Code Annotated* be followed and funds properly remitted to the State Treasurer.

Response: Not all funds that remain on our books over one year would fall within this statute (T.C.A. 66-29-110). Pending actions occur frequently on cases in General Sessions up to the point where a case is considered judgment satisfied. A recent County Attorney opinion on judicial attachments stated the clerk was absent authority to pay over funds to anyone without a court order and would not be subject to the unclaimed funds statute.

4. Bank statements have not been reconciled to the appropriate general ledger accounts since November 2007. Not reconciling the accounts on a monthly basis means that errors or other problems might not be recognized and resolved on a timely basis. Also, it is generally easier and less time-consuming to reconcile accounts while transactions are fresh in mind. We recommend that all bank accounts be reconciled each month prior to preparation of the monthly financial statements.

   Response: Will assign an individual independent from the bookkeeping department to prepare the bank reconciliation on a monthly basis.

General Sessions Court Clerk – Criminal

Duties are not adequately segregated among officials and employees in the office. Officials and employees responsible for maintaining the accounting records in the office are also involved in receipting and depositing funds, reconciling bank statements, and/or disbursing funds. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Shelby County Register

Duties are not adequately segregated among officials and employees in the office. The employee responsible for preparing checks is also given the signed checks to mail. Controls over disbursements would be improved if all signed checks were given to an employee who does not have access to the accounts payable subsidiary ledger. This reduces the risk of writing checks to phony vendors. Due to limited personnel and resources, management may not always be able to properly segregate duties among employees; however, we are required to bring this matter to your attention.

Response: We feel that due to limited personnel the segregation of this duty is not possible at this time. We feel there are adequate safeguards already in place that add an additional layer of controls to this task.

Probate Court Clerk

1. The checking account does not reconcile to the general ledger. At June 30, 2008, the checking account reconciliation shows over $3,600 more cash on hand than the general ledger. Without reconciliation, there could be unknown errors in the records or in the general ledger as a whole.

   We recommend that the account be reconciled to the general ledger on a monthly basis with adjustments made monthly as needed.

   Response: Discussed with Information Technology and will work together to make the adjustment so the general ledger will be in balance.

2. The funds held for others liability account which totals approximately $737,000 is not being reconciled to the Trustee statements. The discrepancy between the account and the Trustee statements is approximately $43,000. Funds held for others should be reconciled to the Trustee statements on a monthly basis. .

   We recommend that the account be reconciled and that the individual records of the funds held for others be reconciled to the general ledger on a monthly basis.

   Response: Will reconcile the Fund Account on a monthly basis backing it up to the Investment Account Summary & Agency Total from the Financial Report Menu. We will correct the general ledger to match the totals.

Juvenile Court Clerk

As noted in previous years, the Clerk maintains undeliverable funds which technically should be remitted to the State Treasurer in accordance with Tennessee unclaimed property statutes. Undeliverable funds held in the Clerk's office represent an accumulation of child support checks returned by the postal service indicating "incorrect or insufficient address" over at least a 29 year time frame. The Clerk believes that it is in a better position to locate individuals who are owed undeliverable funds and has demonstrated the ability to successfully locate many of these individuals and deliver the appropriate funds. While the Clerk and the State apparently have an understanding about this issue, this comment serves to note the noncompliance with the unclaimed property statutes.

According to *Tennessee Code Annotated* 66-29-110, property that has remained unclaimed by the owner for more than one (1) year is presumed to be abandoned, except property in the custody or control of any state or federal court in any pending action. *Tennessee Code Annotated* 66-29-113 requires a report on abandoned property to be filed with the state and *Tennessee Code Annotated* 66-29-115 requires payment or delivery of the abandoned property to the State Treasurer. In addition, *Tennessee Code Annotated* 66-29-115(d) states that property paid or delivered to the

State Treasurer shall include all interest earned on the account through the day the property is paid or delivered to the State Treasurer.

Response – As addressed in the previous year's management letter, all courts throughout the State involved in administering child support have the same type of undeliverable funds. It was agreed between the Clerk and State Treasurer that this office was in a better position to locate and disburse these unclaimed funds to the proper recipient. Utilizing TCSES (statewide child support system) and a contract with Accurint, a locater service, the office has been able to research, locate, notify and ultimately disburse these funds. To date the office has located approximately 1,140 accounts and disbursed $872,914. Existing staff are utilized on this project as time allows which represents no additional costs to the taxpayer.

Shelby County Trustee

As noted in previous years, the State of Tennessee Division of County Audit has asserted that operating expenditures paid from the Trustee's commission account are in violation of State statute according to provisions of Section 8-22-104(a)(3), *Tennessee Code Annotated* (*TCA*). The State has also asserted that a Shelby County Commission resolution passed on June 3, 1991 provides that the Trustee's purchases should be made through Shelby County's centralized purchasing system.

The Shelby County Trustee has responded that the Trustee is permitted under Section 8-22-107 of the *TCA* and Shelby County Home Rule Charter to perform his purchasing function and remit excess fees to Shelby County. Furthermore, the Trustee asserts that Section 8-22-104(a)(2) of the *TCA* states the Trustee shall remit fees, commissions, and charges collected in excess of salaries and expenses of the office to the County by the 10th of the following month.

Please refer to the State of Tennessee Limited Review of the Office of County Trustee, Shelby County, Tennessee for the period July 1, 2001 through January 31, 2003 for more information.

We recommend the Trustee, County officials, and State authorities work together with attorneys to resolve these issues.

Response – The Shelby County Trustee continues to believe that the Trustee is permitted under Section 8-22-107 of the TCA and the Shelby County Home Rule Charter to perform the purchasing function and remit excess fees to Shelby County. Furthermore, the Trustee asserts that Section 8-22-104(a)(2) of the TCA states that the Trustee shall remit fees, commissions, and charges collected in excess of salaries and expenses of the office to the County by the 10th of the following month.

Item #_____ Prepared by:_____Gloria Kelly_____
Shelby County Land Bank

Commissioner _____ Approved by:_____
County Attorney

RESOLUTION APPROVING THE SALE OF SIX (6) COUNTY OWNED DELINQUENT TAX PARCELS, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NOS. 0201, 0403, AND 0404, TO IDENTIFIED PURCHASERS AT VARIOUS PRICES COLLECTIVELY TOTALING $12,500.00, 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 six (6) Delinquent Tax Parcels from Shelby County Trustee Tax Sale Nos. 0201, 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 six (6) 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 Six (6) Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0201, 0403, and 0404**,** to the identified purchasers for the sale prices listed in said Exhibit "A", collectively totaling $12,500.00, 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 six (6) County owned Delinquent Tax Parcels acquired from Shelby County Trustee Tax Sale Nos. 0201, 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

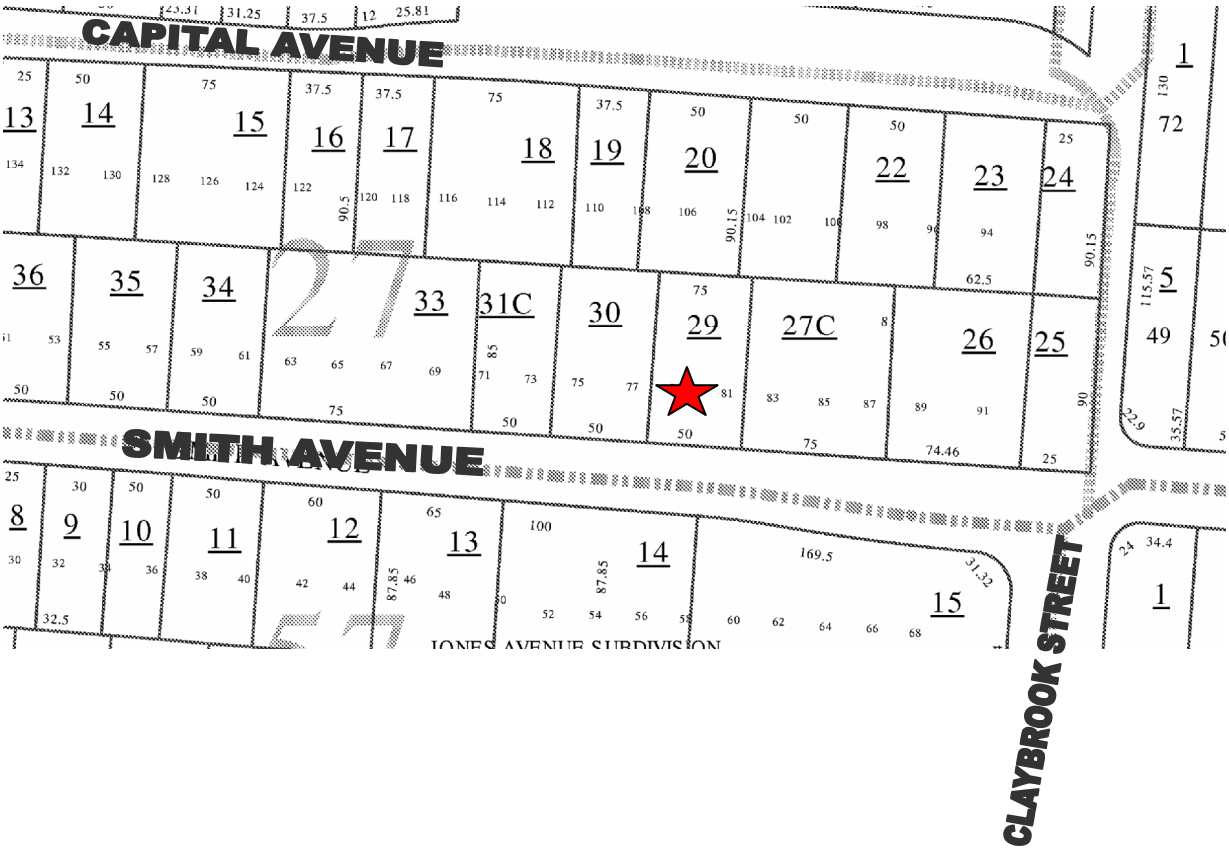
EXHIBIT "A"									
Exhibit #	**Tax Sale**	**WBP**	**Address Lot Size**	**Zoning Code**	**Total Taxes And Fees**	**Purchaser**	**Evaluation**	**Sales Price**	**Planned Use**
3593	0201	02907400000010	Midland Avenue 37' x 150'	R-D	$1,899.57	Gerald A. Clayborn	$2,000.00	$1,600.00 Vacant Lot	Expand Property Size
5533	0403	04002700000290	1276 Smith Avenue 50' x 85'	R-D	$9,967.31	Bennye Perkins Hamilton	$1,800.00	$1,800.00 Vacant Lot	Expand Property Size
6013	0403	04105400000210	2232 Lyon Avenue 40' x 120'	R-D	$6,453.67	Trustees New Bethel Missionary Baptist Church	$1,800.00	$1,800.00 Vacant Lot	Church Property
8007	0403	05001700000120	2099 Rile Street 50' x 103'	RS-6	$11,365.16	Lillie Whitelo	$2,000.00	$1,800.00 Vacant Lot	Expand Property Size
9690	0403	06007200000190	1390 Lyceum Road 56' x 100'	R-D	$7,991.03	Malcolm Williams	$2,000.00	$2,000.00 Vacant Lot	Investment Property
14622	0404	08400400000120	Reynard Road 100' x 173'	RS-6	$2,361.84	Trena Irvin	$4,000.00	$3,500.00 Vacant Lot	Investment Property

6 Properties **Total** **$12,500.00**

Ward 29

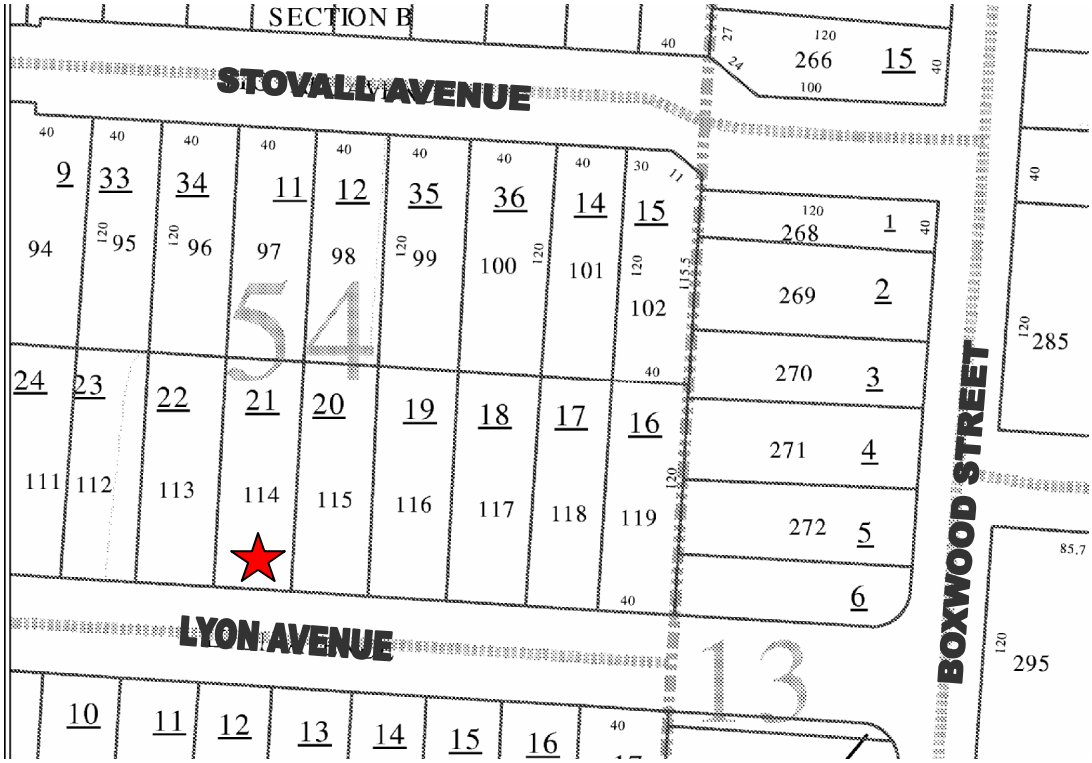
029 0740 0 00001 0

Ward 40



040 0270 0 00029 0

Ward 41

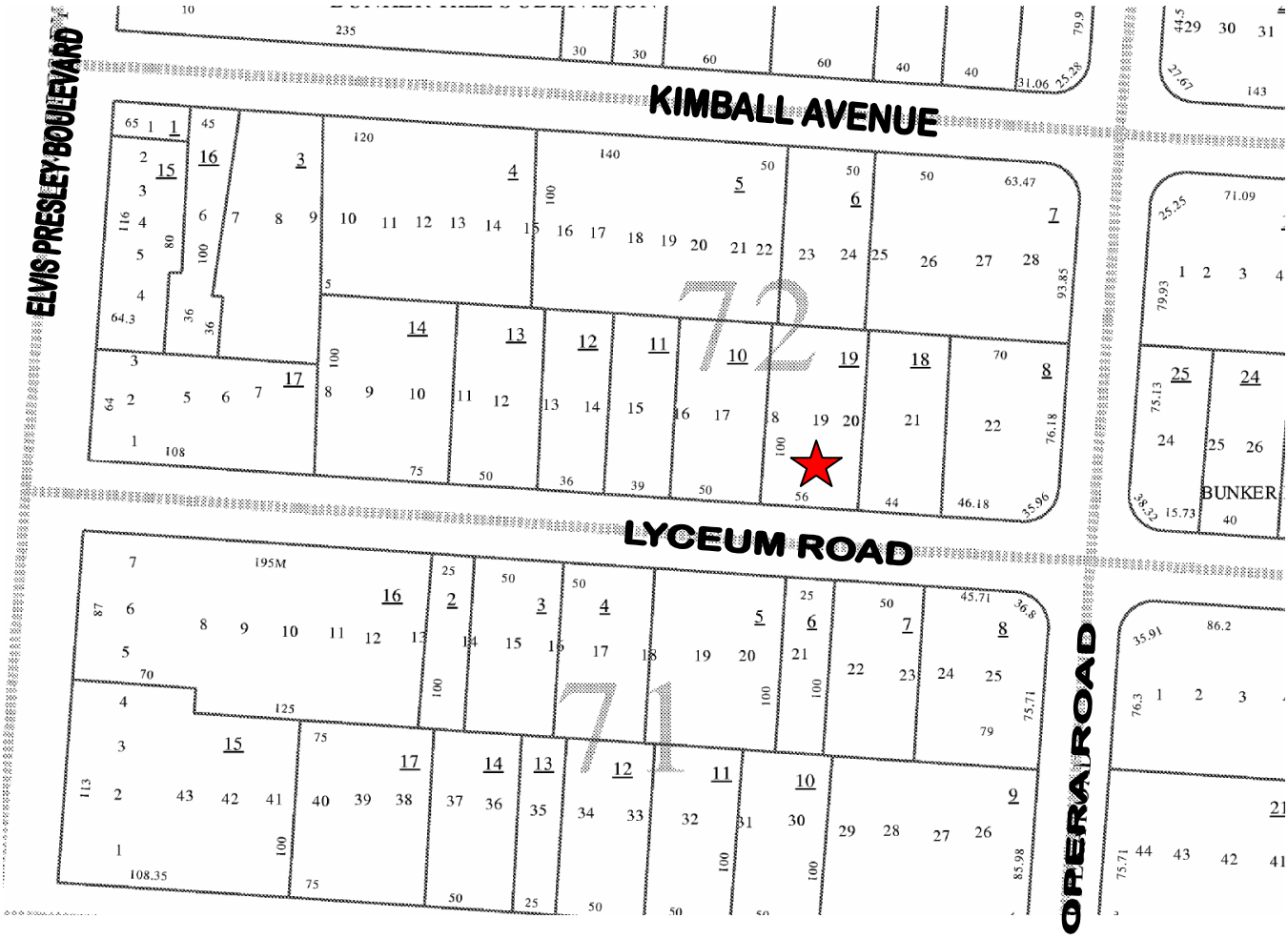


041 0540 0 00021 0

Ward 50

050 0170 0 00012 0

Ward 60



060 0720 0 00019 0

Ward 80

080 0040 0 00012 0

ITEM LANGUAGE: Resolution approving the sale of six (6) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 0201, 0403, and 0404, to identified purchasers at various prices collectively totaling $12,500.00, 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: 669

==========

STEP: Originator
DATE: 5/4/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/4/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 5/5/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Assistant Division Director
DATE: 5/7/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Assistant Division Director
DATE: 5/11/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 5/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/11/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/11/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/11/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/11/2009

APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/11/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #_____ Prepared by:_____Gloria Kelly_____
Shelby County Land Bank

Commissioner _____ Approved by:_____
County Attorney

RESOLUTION APPROVING THE SALE OF SIXTEEN (16) COUNTY OWNED DELINQUENT TAX PARCELS, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NOS. 82.1, 92.1, 92.2A, 97.1.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 0403, AND 0404 TO IDENTIFIED PURCHASERS AT VARIOUS PRICES COLLECTIVELY TOTALING $70,700.00, 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 SIXTEEN (16) Delinquent Tax Parcels from Shelby County Trustee Tax Sale Nos**.** 82.1, 92.1, 92.2A, 97.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 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 SIXTEEN (16) 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 SIXTEEN (16) Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 82.1, 92.1, 92.2A, 97.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 0403, and 0404 to the identified purchasers for the sale prices listed in said Exhibit "A", collectively totaling $70,700.00, 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 SIXTEEN (16) County owned Delinquent Tax Parcels acquired from Shelby County Trustee Tax Sale Nos. 82.1, 92.1, 92.2A, 97.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 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 SIXTEEN (16) 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

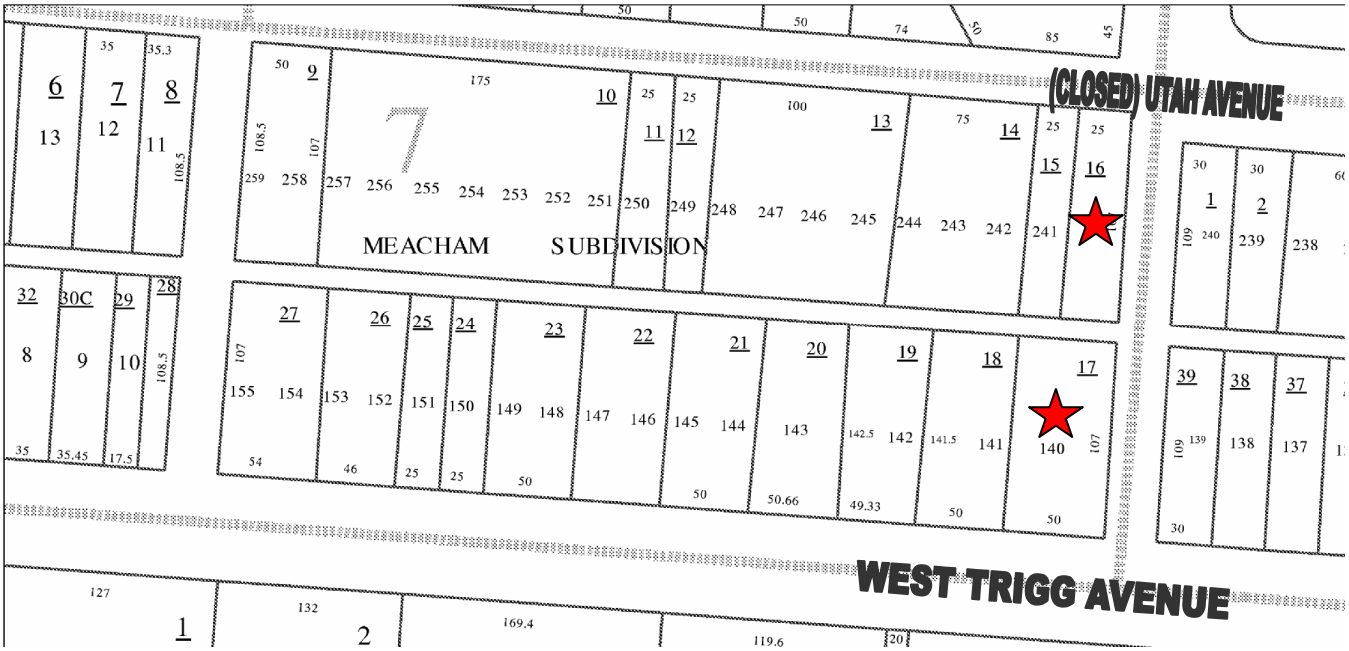
EXHIBIT "A"									
Exhibit #	**Tax Sale**	**WBP**	**Address Lot Size**	**Zoning Code**	**Total Taxes And Fees**	**Purchaser**	**Evaluation**	**Sales Price**	**Planned Use**
1606	0303	02108000000180	884 N. Montgomery 40' x 67'	R-D	$7,632.86	Toni Cummings	$1,500.00	$1,200.00 Vacant Lot	Expand Property Size
2263	82.1	02400700000160	Utah 25'x 107'	M-2	$1.329.45	Isiah Rowser	$700.00	$500.00 Vacant Lot	Investment Property
6750	92.1	02400700000170	W. Trigg Ave. 50' x 107'	I.L.	$5,807.84	Isiah Rowser	$1,500.00	$1,000.00 Vacant Lot	Investment Property
1689	97.1	02401000000110	Pioneer 30' x 109'	I.L.	$994.82	Isiah Rowser	$800.00	$500.00 Vacant Lot	Investment Property
5081	92.2A	02401000000120	Pioneer 39' x 109'	I.L.	$1,418.50	Isiah Rowser	$900.00	$600.00 Vacant Lot	Investment Property
3224	0103	02401000000130	Pioneer 55' x 155'	I.L.	$882.98	Isiah Rowser	$2,500.00	$1,000.00 Vacant Lot	Investment Property
2474	0404	02601900000010	965 McLemore Ave 120' x 108'	C-H	$3,913.64	Carolyn Drinkwater	$35,000.00	$35,000.00 Comm. Bldg.	Investment Property
3822	0206	03101600000240	1408 Rozelle St. 37' x 152'	R-D	$6,747.04	Trustees First True Value Church	$5,000.00	$3,000.00 Vacant Lot	Church Property
3938	97.1.3	03508300000630	1482 Florida 60' x 130'	C-H	$4,308.39	Trustees Greater Open Door MB Church	$2,200.00	$1,500.00 Vacant Lot	Church Property
5080	0204	03508500000040	117 Dove Ave. 60' x 115'	R-D	$6,440.08	Marshall Hamilton	$4,000.00	$3,000.00 Lot w/Duplex	Investment Property
6618	0403	04301500000150	3094 Chelsea Ave. 47' x 95'	C-L	$11,380.26	Christina Sanders & Vincent Woods	$2,000.00 Bid Off	$2,300.00 Vacant Lot	Expand Property Size
10026	0403	06100200000380	1312 Airways 28' x 88'	C-H	$10,759.79	Gregory Cooper & Marion Cooper	$800.00	$800.00 Vacant Lot	Expand Property Size
11103	0403	07105900000060	4533 Suncrest 50' x 110'	RS-6	$9,656.27	James Terry & Corine Terry	$2,000.00	$1,800.00 Vacant Lot	Expand Property Size
11994	0403	0740900A001660	2832 Los Gatos Ct	R-MM	$9,410.22	Patti W. Beaty	$15,000.00	$12,000.00 Lot w/Condo	Investment Property
12081	0404	07501200000020	405 Flynn Rd. 90' x 190'	RS-6	$5,663.48	Gloria J. Williams	$3,000.00	$3,000.00 Vacant Lot	Investment Property
13020	0305	07522400000080	596 George St. 50' x 170'	RS-8	$8,576.60	Jeremiah Perry	$3,500.00	$3,500.00 Vacant Lot	Investment Property

16 Properties **Total** **$70,700.00**

Ward 21

021 0800 0 00018 0

Ward 24



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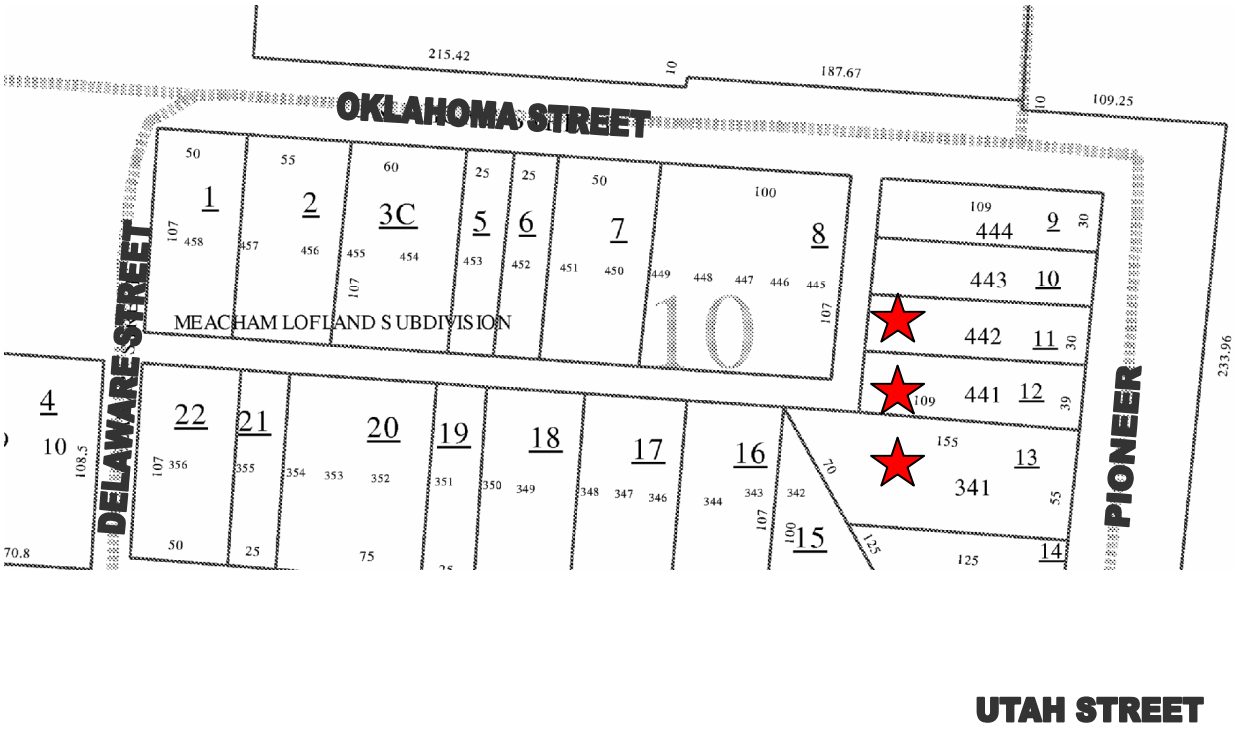
Ward 24



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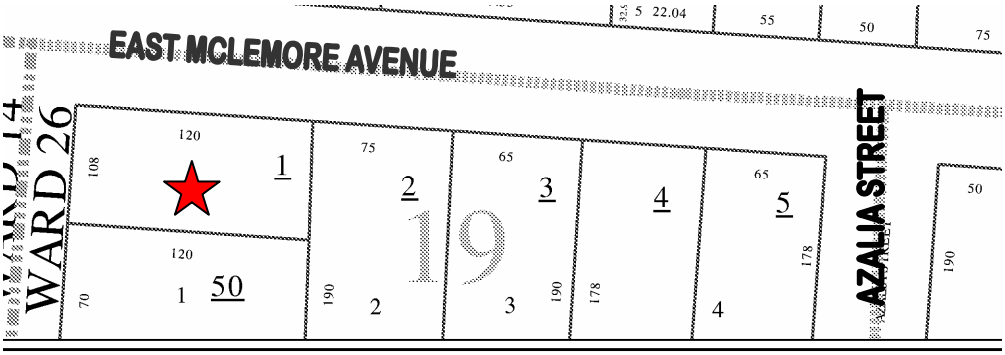
Ward 26



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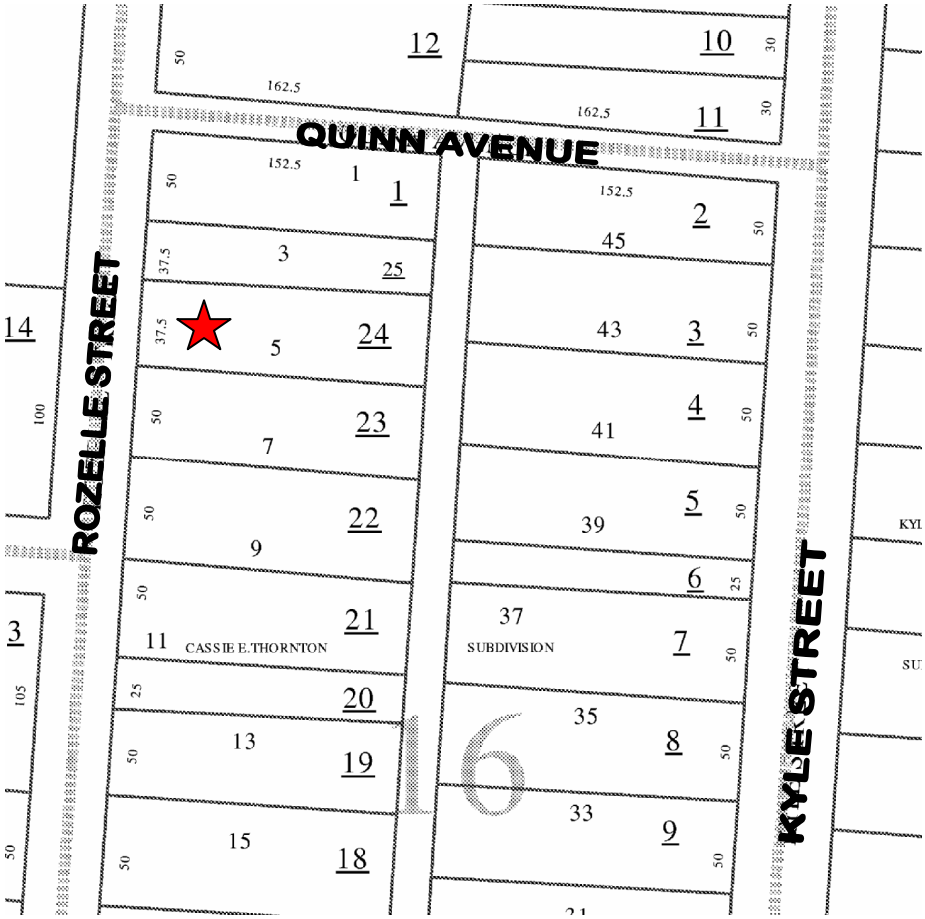

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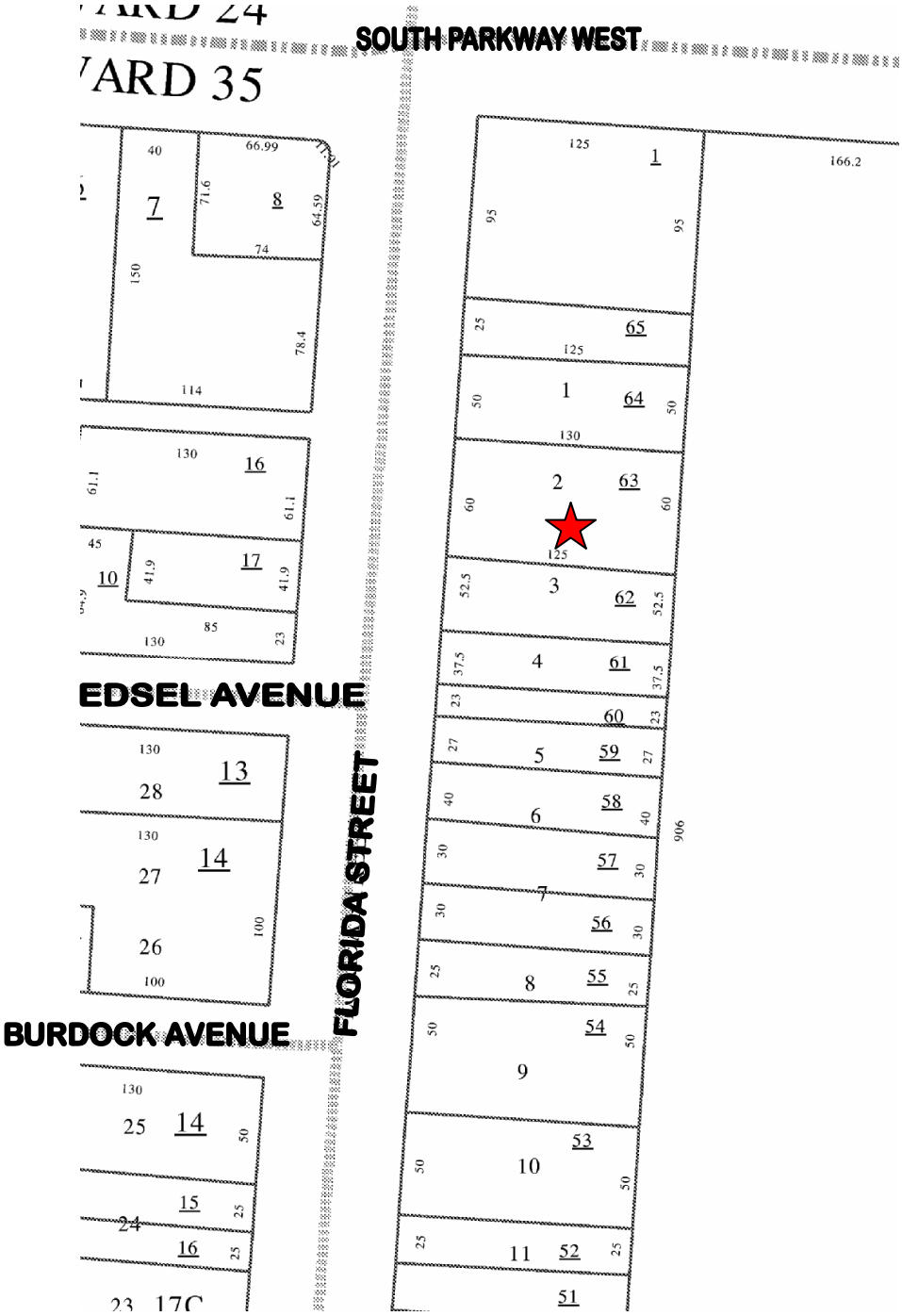
Ward 35



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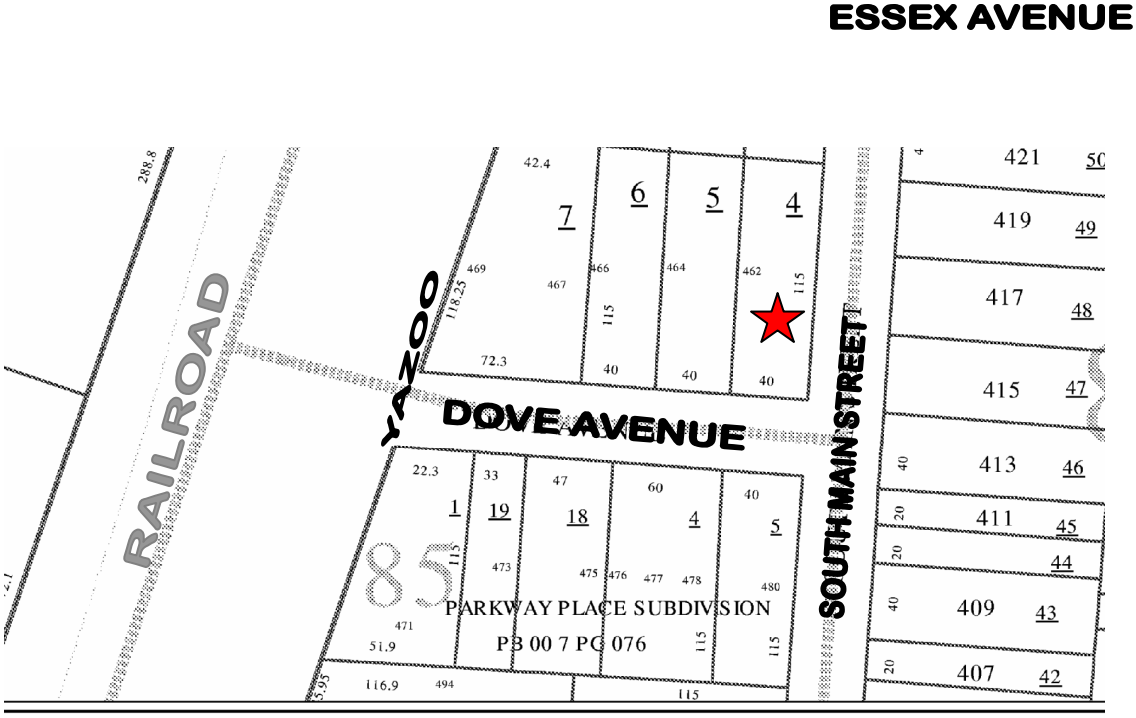
Ward 35



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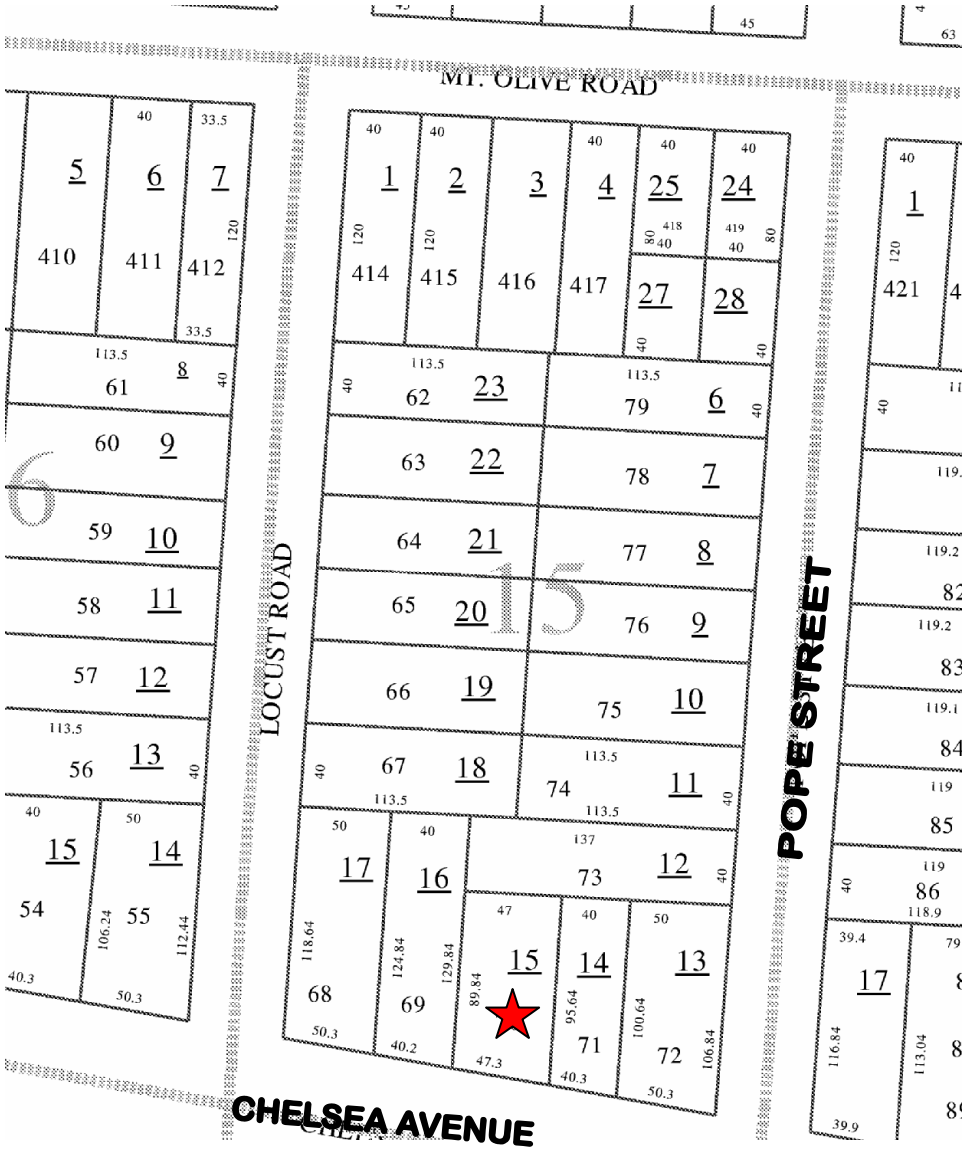

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Ward 61

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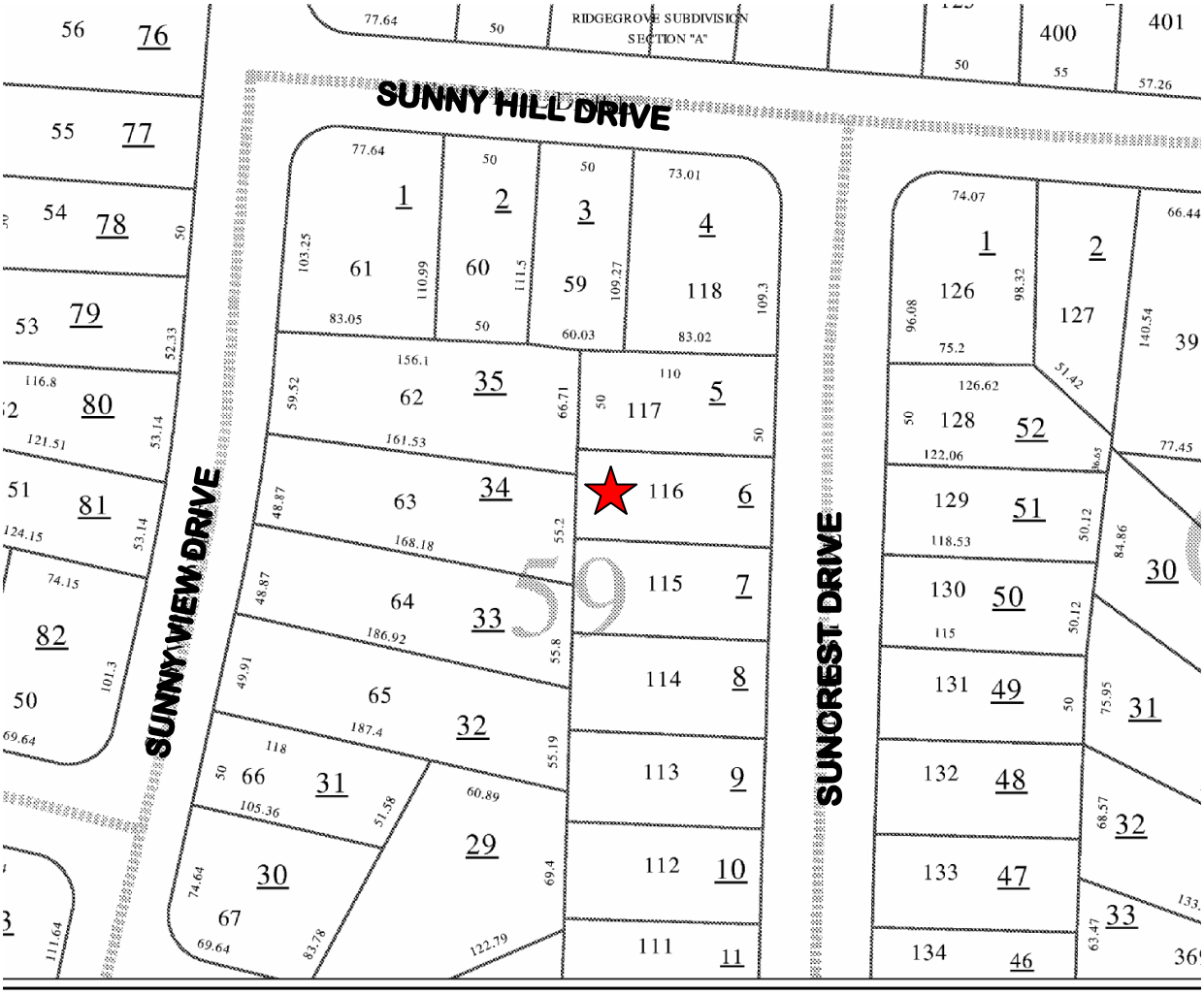
Ward 71



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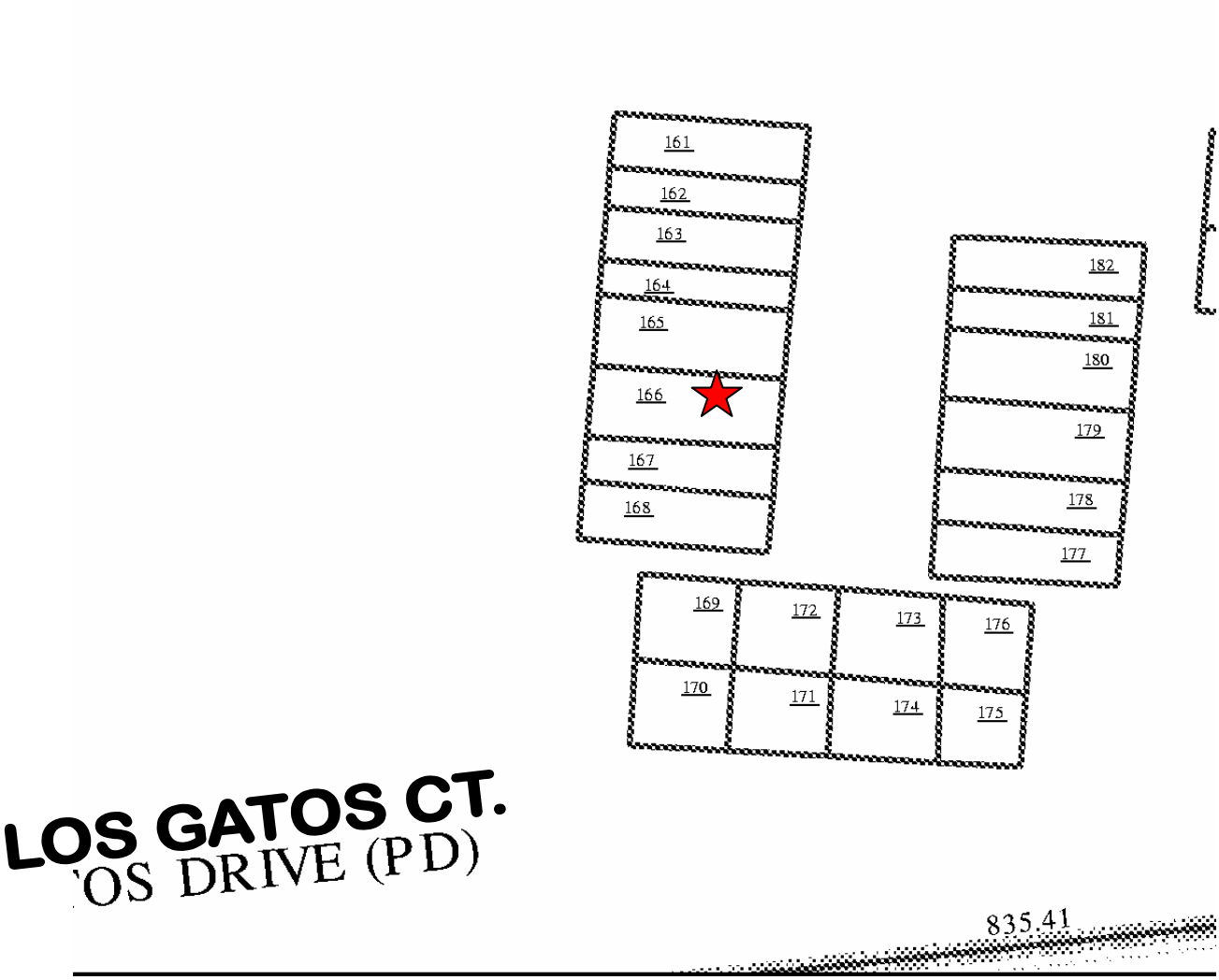

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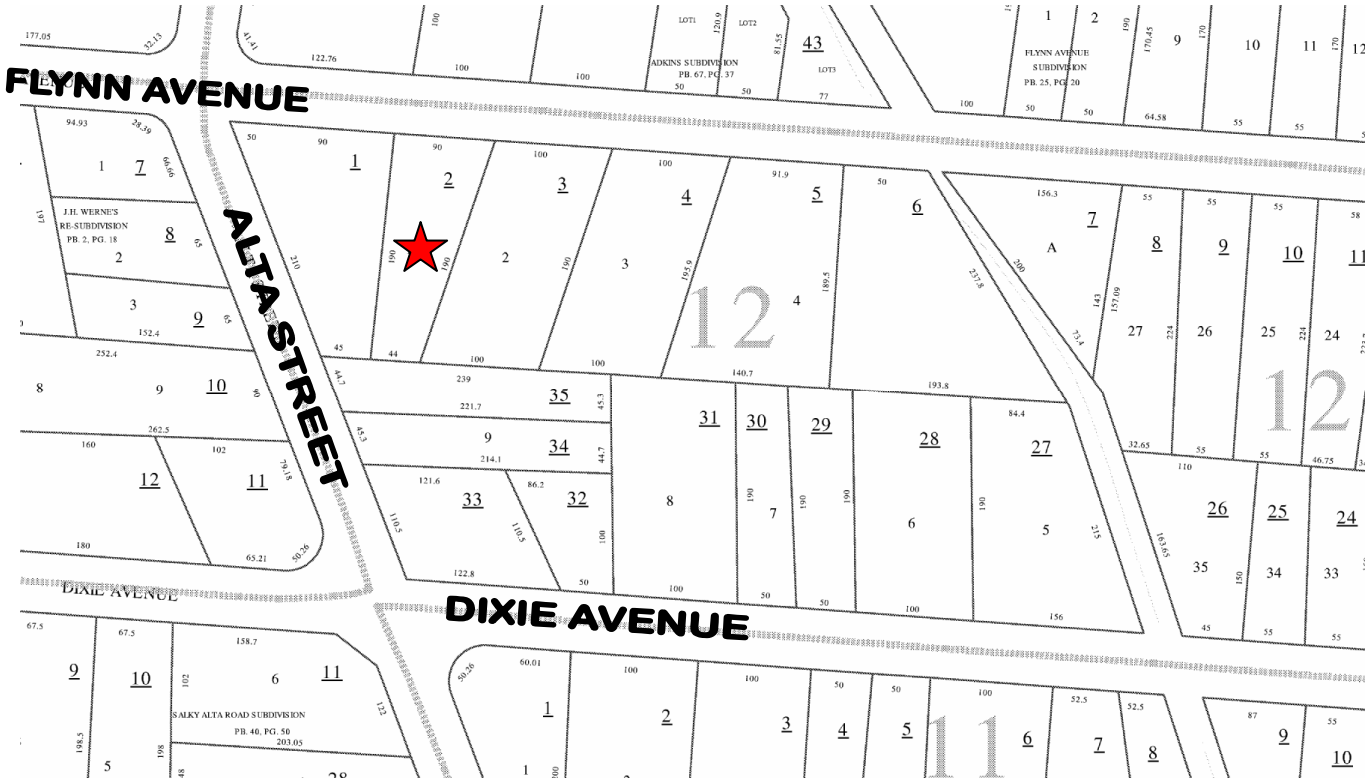
Ward 75



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Ward 75

075 2240 0 00008 0

ITEM LANGUAGE: Resolution approving the sale of sixteen (16) county owned Delinquent Tax Parcels, acquired from Shelby County Trustee Tax Sale Nos. 82.1, 92.1, 92.2a, 97.1.1, 97.1.3, 0103, 0204, 0206, 0303, 0305, 0403, and 0404 to identified purchasers at various prices collectively totaling $70,700.00, 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: 675

==========

STEP: Originator
DATE: 5/7/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/7/2009
APPROVER: tom.moss Phone Number:545-4323
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 5/11/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 5/11/2009
APPROVER: ted.fox
DECISION: APPROVE - Send To Attorney

STEP: Contract Attorney Gatekeeper
DATE: 5/11/2009
APPROVER: bernita.poole
DECISION: Send To Attorney

STEP: Contract Attorney
DATE: 5/11/2009
APPROVER: lisa.kelly
DECISION: APPROVE - Send To Budget Review

STEP: General Budget Review
DATE: 5/11/2009
APPROVER: wanda.richards
DECISION: APPROVE - Send To Finance Department Administrator

STEP: Finance Administrator
DATE: 5/11/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/11/2009
APPROVER: jim.huntzicker
DECISION: APPROVED

Item #_____ Prepared by: Gloria Kelly
Real Estate Services

Approved by:_____
Assistant County Attorney

RESOLUTION APPROVING THE CONVEYANCE OF ONE (1) COUNTY OWNED DELINQUENT TAX PARCEL, ACQUIRED FROM SHELBY COUNTY TRUSTEE TAX SALE NO. 0305, TO LEMOYNE-OWEN COLLEGE COMMUNITY DEVELOPMENT CORPORATION, A TENNESSEE NOT-FOR-PROFIT CORPORATION, FOR NOMINAL CONSIDERATION, PURSUANT TO T.C.A. §67-5-2509(d)(2) AND AUTHORIZING THE SHELBY COUNTY MAYOR TO EXECUTE A QUIT CLAIM DEED. SPONSORED BY COMMISSIONER MATT KUHN.

WHEREAS, Shelby County has acquired one (1) Delinquent Tax Parcel from Shelby County Trustee Tax Sale No. 0305, which parcel being more particularly described in the listing thereof, which is attached hereto as Exhibit "A", and incorporated herein by reference; and

WHEREAS, Lemoyne-Owen College Community Development Corporation, a Tennessee not-for-profit corporation, has determined that this Delinquent Tax Parcel is needed for its use in developing low income single family housing that will be owner occupied**;** and

WHEREAS, Lemoyne-Owen College Community Development Corporation, a Tennessee not-for-profit corporation, has requested Shelby County to convey this Delinquent Tax Parcel to it, for nominal consideration, for its use in developing low income single family housing that will be owner occupied; and

WHEREAS, T.C.A. §67-5-2509(d)(2) allows Shelby County to transfer real property acquired in a tax sale to a not-for-profit organization in good standing with the Federal and State Governments and Memphis Housing Community Development, for nominal consideration, for the purpose of developing single family housing that will be owner occupied; and

WHEREAS, It is deemed to be in the best interest of Shelby County to convey said Delinquent Tax Parcel to Lemoyne-Owen College Community Development Corporation, a Tennessee not-for-profit corporation, for nominal consideration, to be used in developing low income single family housing that will be owner occupied.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the conveyance of the aforementioned one (1) Delinquent Tax Parcel, acquired from Shelby County Trustee Tax Sale No. 0201, to the Lemoyne-Owen College Community Development Corporation, a Tennessee not-for-profit corporation, listed in said Exhibit 'A", for nominal consideration, be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor be and is authorized to execute a Quit Claim Deeds conveying the same, along with any other documents necessary for the conveyance of the Delinquent Tax Parcel 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 _____

EXHIBIT "A"									
Exhibit #	**TAX SALE**	**WBP**	**ADDRESS LOT SIZE**	**Zoning Code**	**Total Taxes and Fees**	**PURCHASER**	**EVALUATION**	**SALES PRICE**	**PLANNED USE**
2705	0305	02601700000190	1120 Azalia 46' x 125'	R-D	$15,811.65	Lemoyne-Owen College Community Development Corporation	$2,000.00	$ 0.00 Vacant Lot	Land assemblage for Lemoyne-Owen College campus

SUMMARY SHEET

I. Description of Item

This is an unimproved County owned Delinquent Tax Parcel, 0.13 acres in size, located on the west side of Azalia Street and north of Saxon Avenue, within the City of Memphis, and further identified as Tax Parcel Number 02601700000190. It was acquired in 2007 by the County from Shelby County Trustee Tax Sale No. 0305 for outstanding taxes, penalties and interest in the amount of $15,811.65. Lemoyne-Owen College Community Development Corporation, a Tennessee not-for-profit corporation, in good standing with the Federal and State Governments and Memphis Housing Community Development, has requested Shelby County to convey this unimproved Delinquent Tax Parcel to it, for nominal consideration, for its use in developing low income single family housing that will be owner occupied. Lemoyne-Owen College Community Development Corporation is a 501 (c) (3) nonprofit organization, celebrating 7 years of building in Memphis and the surrounding area. It provides affordable housing to low income/first time homeowner families, currently living in substandard conditions, in need of a simple, descent place to live. It has now completed its 25th home. T.C.A. §67-5-2509(d)(2) allows the County to transfer real property acquired in a tax sale to a not-for-profit organization in good standing with the Federal and State Governments and Memphis Housing Community Development, for nominal consideration, for the purpose of developing single family housing that will be owner occupied. Based on the above, it is hereby recommended by the Administration that the conveyance of this Delinquent Tax Parcel be approved.

II. Source and Amount of Funding

No county funds required.

III. Contract Items

Quit Claim Deed

IV. Additional Information Relevant to Approval of this Item

Ward 26

Tax Parcel No. 026 01700000190

ITEM LANGUAGE: Resolution approving the conveyance of one (1) county owned Delinquent Tax Parcel, acquired from Shelby County Trustee Tax Sale No. 0305, to Lemoyne-Owen College Community Development Corporation, a Tennessee Not-for Profit Corporation, for nominal consideration, pursuant to T.C.A. §67-5-2509(d)(2) and authorizing the Shelby County Mayor to execute a Quit Claim Deed. Sponsored by Commissioner Matt Kuhn.
ITEM ID: 676

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STEP: Originator
DATE: 5/7/2009
ORIGINATOR: gloria.kelly Phone Number:545-4323
DECISION: APPROVE - Send To Department Head

STEP: Department Head
DATE: 5/7/2009
APPROVER: tom.moss Phone Number:545-4433
DECISION: APPROVE - Send To Division Director

STEP: Assistant Division Director
DATE: 5/11/2009
APPROVER: melvin.booth
DECISION: Return To Division Director

STEP: Division Director
DATE: 5/11/2009
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DECISION: APPROVE - Send To Attorney

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DECISION: Send To Attorney

STEP: Contract Attorney
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STEP: Finance Administrator
DATE: 5/12/2009
APPROVER: mike.swift
DECISION: APPROVE - Send To CAO

STEP: CAO
DATE: 5/12/2009
APPROVER: jim.huntzicker
DECISION: APPROVED