

Hamilton County Board of County Commissioners

AGENDA

November 04, 2015

ROLL CALL

INVOCATION - **Commissioner Beck**

PLEDGE TO THE FLAG - **Commissioner Beck**

- Presentation Becky Barnes, Administrator of Health Services at the Chattanooga-Hamilton County Health Department will be presenting a Community Health Plan for Hamilton County Residences update.
- Presentation ArtsBuild - Dan Bowers. Agenda Session only - October 28, 2015.
- Minutes Recessed Meeting - October 14, 2015
- Minutes Agenda Session - October 14, 2015
- Minutes Regular Meeting - October 21, 2015
- Report Trustee Monthly Report - September 2015
- Report Trustee Excess Fee Report - September 2015
- Res. No. 1115-1 A Resolution to approve and accept applications for notary public positions, and the bonds and oaths of notaries previously elected.
- Res. No. 1115-2 A Resolution confirming the reappointment by the County Mayor of one member to the Carter Street Corporation Board of Directors for a term ending November 8, 2019.
- Res. No. 1115-3 A Resolution making an appropriation to Pumpkin Patch in the amount of twenty five thousand dollars (\$25,000.00) from General Fund discretionary monies, as allotted to District Two.
- Res. No. 1115-4 A Resolution making an appropriation to Harrison Ruritan Foundation, Inc., in the amount of five thousand dollars (\$5,000.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 1115-5 A Resolution accepting the proposal of Kelly Services, Inc. for temporary employment agency services, beginning January 1, 2016 through December 31, 2017, with the option to renew for four (4) additional one (1) year periods, for the Human Resources Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-6 A Resolution accepting the proposal of Application Software, Inc dba ASIFlex for Flexible Benefits Plan Administration Services, beginning January 1, 2016, through December 31, 2018, with the option to renew for three (3) additional one (1) year periods, for the Human Resources Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-7 A Resolution accepting the bid of Chrysler Dodge Jeep Ram of Columbia for one (1) special service truck amounting to \$27,415.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-8 A Resolution accepting the bid of ASC Construction Equipment USA, Inc. for one (1) rubber tire wheel loader and multiple attachments amounting to \$119,980.00 for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-9 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of September 1, 2015, through September 30, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-10 Resolution Number Not Used
- Res. No. 1115-11 A Resolution approving the purchase of four (4) Lifepak 15 cardiac monitor/defibrillators and supplies amounting to \$147,657.88 from Physio Control, Inc. for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 1115-12 A Resolution accepting the bids of Chattanooga Paper and Packaging, Kelsan, Inc., Chattanooga Noland Company and Roll-Aid Industrial Supply for contract unit pricing, beginning November 7, 2015, through November 6, 2016, for maintenance supplies for the Chattanooga-Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-13 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to enter into and execute a continuation subcontract in the amount of \$156,000.00 with Southside/Dodson Avenue Community health Centers for the provision of Women, Infants and Children (WIC) services for a 24 month period to include October 1, 2015 through September 30, 2017.
- Res. No. 1115-14 A Resolution to authorize the County Mayor to execute a contract between Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department and the Hamilton County Coalition for services to prevent the initiation of tobacco product use and electronic nicotine delivery system (ends) use among youth using already budgeted funds from the State Department of Health's Tobacco Settlement Grant in an amount not to exceed \$25,000.00 for the period ending December 31, 2016.
- Res. No. 1115-15 A Resolution Re-Designating Randall L. Russell as Chief Judicial Commissioner for a term beginning November 1, 2015, and ending April 30, 2016, and establishing the compensation to be received.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
OCTOBER 14, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) October 14, 2015

BE IT REMEMBERED, that on this 14th day of October, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 9. Total absent -0.

Also in attendance were the County Mayor’s Chief of Staff Mike Compton, members of his administrative staff, Assistant County Attorney Dee Hobbs, and County Auditor Bill McGriff.

Commissioner Mackey requested that County Clerk Bill Knowles give the invocation. Commissioner Mackey led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
OCTOBER 14, 2015**

Chairman Bankston announced that there was not any scheduled business for the Recessed Meeting and asked if anyone had any announcements.

Being no further business Chairman Bankston declared the recessed meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.

Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
OCTOBER 14, 2015**

COMMITTEE ASSIGNMENTS

Chairman Bankston indicated the upcoming agenda items would be considered as follows:

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 1015-25 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 1015-26 through 1015-28, 1015-34, 1015-35, 1015-40 through 1015-44, 1015-46, 1015-49, and 1015-50 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 1015-29A through 1015-32 were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution Nos. 1015-33, 1015-36 through 1015-39, 1015-45, 1015-47, 1015-48, and 1015-51 through 1015-53 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 1015-33, 1015-36 through 1015-39, 1015-45, 1015-47, 1015-48, and 1015-51 through 1015-53 would now be heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-33

Commissioner Boyd introduced Dan Bowers, ArtsBuild President who spoke regarding this Resolution appropriating fifteen thousand dollars from general fund discretionary monies as allotted to district eight to the non-profit organization. Mr. Bowers thanked the Commission for their support of ArtsBuild in past years. It was

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noted that ArtsBuild was previously known as Allied Arts of Greater Chattanooga. Mr. Bowers distributed a handout to members of the Commission which detailed the organization's Cultural Community Connections (CCC) Grants, a grant initiative that began in 2012 as a way to provide arts and cultural experiences to community members of diverse backgrounds. To date, 58 grants have been awarded for a total of \$145,000. It was noted that 44 different organizations currently receive funding through ArtsBuild.

County Clerk Knowles asked that a copy of the handout be submitted to the Clerk's office for the record.

In response to Commissioner Beck's concern that he had not received notice of a meeting between ArtsBuild and the Commission, Commissioner Graham reported that an email was sent out on September 3rd inviting several Commissioners to the meeting.

Commissioner Graham spoke at length about a presentation given by ArtsBuild in which they outlined a plan for Commissioners to recommend to their state legislators regarding a new tax on cigarettes, amounting to one cent per cigarette. It was noted that the meeting was not in violation of the Sunshine Law as no business was considered, and the County Attorney was present for the meeting. Commissioner Graham added that the Diversity and Equity Committee discussed the proposed cigarette tax and asked that Mr. Bowers bring the presentation before the Commission as a whole.

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Clerk Knowles confirmed Commissioner Graham's remark that a portion of the Arts Specialty License Plate fee was allocated by the law to the State Arts organization.

In response to Commissioner Beck's question, Mr. Bowers explained that there is a broad definition of arts and culture, and a very diverse population has been served through the CCC grants in Hamilton County. Mr. Bowers clarified that Commissioner Beck was invited to the meeting between ArtsBuild and the Commission.

Commissioner Boyd emphasized that Resolution No. 1015-33 is not related to the tax increase on cigarettes. He clarified that ArtsBuild has asked the Commission to write a letter proposing a referendum in the County, which would be voted on by the entire population of Hamilton County. Commissioner Boyd spoke about attending the first Glass Street Initiative Festival, made possible through the CCC grants. He reported that the residents of Glass Street came together to promote community pride and development through art. He added that the CCC grants are used to promote arts and culture from the inner city to the entire community.

In response to Commissioner Boyd's question, Mr. Bowers reported that last year ArtsBuild received 110 applications for grants from organizations in Hamilton County; 58 grants were awarded.

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Chairman Bankston asked that any further discussion relate specifically to Resolution No. 1015-33.

To illustrate the broadness of the definition of arts and culture, Mr. Bowers read from a list of the many projects that have been made possible through the CCC grants.

Commissioner Beck thanked Commissioner Boyd for attending the Glass Street Initiative Festival, and noted his intention to support Resolution No. 1015-33.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-36

Albert Kiser, Administrator of Finance, spoke regarding this item, which appropriates \$11,388.89 to the 28th Community Development Corporation (CDC) to assist them in paying county property taxes and applicable fees and penalties for tax years 2011-2014. The 28th Community Development Corporation is a 501c3 organization that uses HUD grants through the City of Chattanooga to construct new homes for sale to low income households. Mr. Kiser reported that from 2009-2012 the downturn in the economy prevented the corporation from selling three of the properties resulting in their inability to pay property taxes for the past four years. The City and County currently have liens on the three properties. The 28th CDC now has an opportunity to transfer the properties to another non-profit organization, Buffalo Valley

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Inc., which will make the homes available to veterans. If passed this resolution will pay the past due county property tax liens in full and allow CDC to transfer the properties to Buffalo Valley, Inc. It was noted that the City of Chattanooga passed a similar resolution appropriating funds to assist in the payment of the past due city property taxes.

Commissioner Graham added that while the County is unable to forgive property taxes, by assisting the 28th CDC in the payment of the taxes, the money would come right back to the County.

Mr. Kiser clarified that the County would still be short the amount owed in property taxes.

In response to Commissioner Fields question, Mr. Kiser reported that no money would be involved in transferring the property to Buffalo Valley Inc. He added that the properties were initially acquired through HUD grant funds and if the transfer does not take place, some of the grant funds will have to be reimbursed.

In response to Commissioner Boyd's question, Mr. Kiser clarified that Buffalo Valley Inc. will make the homes available for sale to veterans.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-37

John Agan, Director of Engineering, spoke regarding this item, which amends Resolution No. 915-30, adopted on September 16, 2015, to correct Flood Insurance Rate Maps (FIRM), as associated with the National Flood Insurance Program (NFIP). It was noted the flood map dates were incorrect on the previously adopted maps.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-38

John Agan, Director of Engineering, spoke regarding this item, which accepts the bid of Dillard Construction, Inc. for the construction of the Sale Creek Middle/High School addition amounting to \$10,499,029.00. It was noted that the new addition total 47,100 square feet, as well as 8,506 square feet of renovations, and would include nine new classrooms, a new kitchen and cafeteria, four new science labs, and additional restrooms.

In response to Commissioner Boyd's question, Mr. Kiser reported that the total budget for the project was \$12 million dollars, including the architectural fee.

Commissioner Boyd praised local architects Hefferlin and Kronenberg (H & K) for their

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design of the school and coming in at \$2 million dollars under budget. He thanked Administrator of Public Works and County Engineer Todd Leamon and his staff for their work on the project.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-39

John Agan, Director of Engineering, spoke regarding this item, which authorizes the County Mayor to enter into an agreement with Terracon Consultants, Inc. for the construction and special inspection testing necessary for the construction of the Sale Creek Middle/High School addition, for an amount not to exceed \$54,000.00. It was noted that the amount budgeted is based on previously Commission approved hourly rates.

In response to Commissioner Boyd's question, Mr. Agan clarified that the inspection service covers all required special inspection testing. Commissioner Boyd added that the engineering fees for this project are reasonable as opposed to the engineering fees he previously took issue with involving the road construction project at East Brainerd Road, approved by Resolution No. 815-45. Those costs were negotiated through the Tennessee Department of Transportation (TDOT).

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-45

This Resolution appoints Veronica Hurd to serve the remainder of Justin Strand's term ending June 30, 2016 on the Hamilton County Community Corrections Advisory Board. Justin Strand recently resigned from the board.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-47

Don Allen, Administrator of General Services, spoke regarding this Resolution, which seeks to relinquish Hamilton County's interest in a 1998 Ford E-350 van, which is currently co-titled with the Dallas Bay Fire Department. It was noted that the Dallas Bay Fire Department plans to sell the vehicle and use the proceeds to purchase firefighting equipment.

In response to Commissioner Graham's question, Mr. Allen stated that he was unaware of any conditions involved in the sale of the vehicle.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-48

Don Allen, Administrator of General Services, spoke regarding this Resolution, which authorizes the Sale Creek Volunteer Fire Department to sell a 1991 Ford E-350 ambulance which is currently co-titled with Hamilton County Government.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-51

Commissioner Bankston spoke regarding this item, which appropriates one thousand dollars from general fund discretionary monies, as allotted to district nine, to the Chattanooga Boys Choir. It was noted that the funds will assist the non-profit with their Ambassadors of Goodwill trip to Germany.

In response to Commissioner Beck's question regarding the conditions involved in Resolution Nos. 1015-47 and 1015-48, Mr. Allen stated that he would look into the matter and report to the Commission.

Chairman Bankston clarified that no action would be taken on Resolution No. 1015-47 and 1015-48 until further details were provided from Mr. Allen.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-52

Commissioner Bankston spoke regarding this item, which appropriates two thousand five hundred dollars from general fund discretionary monies, as allotted to district 9, to the Hamilton County Special Tactics and Rescue Services (STARS). It was noted that the funds will assist with the purchase of fuel and other expenses to assist the program.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1015-53

County Auditor Bill McGriff spoke regarding this Resolution, which will adopt a policy providing for independent external investigations into allegations of negligence or misconduct committed by officials, employees, and/or contractors of the Hamilton County Medical Examiner's Office, as they relate to grants received by Hamilton County under the Paul Coverdell Forensic Science Improvement Grants Program. It was noted that the written policy is part of the eligibility requirements by the state to obtain grant funds in the amount of \$23,500, no county match required. The funds will be used to upgrade the Medical Examiner's film x-ray process to computed radiography (CR).

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In response to Commissioner Boyd's question, Mr. McGriff clarified that the policy will not require any additional funding or increase in employment by the County as the State Comptroller allows the County Auditor to investigate allegations of misconduct independently, and the staff to conduct those investigations already exists.

Commissioner Boyd, Chairman of the Finance Committee announced that the Finance Committee would be meeting in the Commission Room immediately following the Agenda Session.

Commissioner Haynes, Chairman of the Zoning Committee, announced that the Zoning Committee would be meeting in the Conference Room immediately following the Agenda Session.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes reminded the Commission about the community meeting with District 3 City Councilman Ken Smith and District 3 School Board member Greg Martin on October 19th at 6:30 PM at Abba's House.

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Commissioner Graham spoke about the potential cigarette tax mentioned earlier in the meeting. He clarified for the record that he does not support a tax on cigarettes, and he will not be supporting a referendum involving a tax on cigarettes.

Commissioner Boyd reminded the Commission about the Hotel-Motel Occupancy Privilege Tax. The tax was levied in Hamilton County in order to generate additional revenue for the Chattanooga Convention and Visitors Bureau to assist in promoting tourism. He reported statistics from the Chattanooga Convention and Visitors Bureau's annual meeting noting that the hotel tax has generated over \$6.5 million per year, with tourism approaching a \$1 billion economic impact in Chattanooga. He praised the decision of former Commissioners to impose the hotel tax as well as the efforts Mayor Coppinger has made to reduce tobacco use in Hamilton County. He encouraged the Commission to keep an open mind about a potential cigarette tax.

Commissioner Fairbanks congratulated the Sale Creek High School Volleyball team for winning the Region 3-A Tournament and advancing to the Sub-State Tournament.

Commissioner Smedley announced that at 11:00 am Superintendent Rick Smith would be giving a State of the Schools address at the Department of Education. She encouraged the Commission to attend the address. Commissioner Smedley also

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thanked Mr. Bowers for the detailed information he brought to the Commission regarding ArtsBuild.

Commissioner Beck wished Commissioner Graham a happy birthday.

DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning.

Monty Bell, a homeless resident of Hamilton County for 17 years, addressed the Commission regarding racial disparity in the criminal justice system. The Chairman suggested to Mr. Bell that he seek employment.

In response to Chairman Bankston, Mr. Bell explained that he couldn't find a job that would pay him what he thought his value was worth.

Commissioner Beck commented that the Commission is not the venue for an individual to bring their personal agendas.

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Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, October 21st at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) October 21, 2015

BE IT REMEMBERED, that on this 21st day of October, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 9. Total absent – 0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

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Commissioner Mackey introduced Reverend Jonathan Schwartz, Brainerd Presbyterian Church, who gave the invocation. He spoke about the importance of leadership and strong character. Commissioner Mackey led in the pledge to the flag.

Chairman Bankston welcomed a group of seniors and staff from the Chattanooga STEM School to today's Commission meeting.

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of September 30, 2015, the Agenda Preparation Session of September 30, 2015, and the Regular Meeting of October 6, 2015, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of October 12, 2015.

Chairman Bankston asked that Resolution No. 1015-54 be read into the record. He reported that this Resolution is a time sensitive item and would be discussed at today's meeting. The voting will take place at the Recessed Meeting on October 28th.

RESOLUTION NO. 1015-54 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE MCKEE FOODS CORPORATION PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF HAMILTON COUNTY, TENNESSEE AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

Steve Hiatt, with the Chamber of Commerce, spoke regarding this Resolution. He explained that this item is a result of McKee Foods Corporation's intent to expand their headquarter facilities located in Collegedale, Tennessee. He reported that McKee will be investing approximately \$102 million in new real and personal property. Approximately \$20 million of the total investment will be allocated to the construction of

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a new conference center, and the remainder will go to new machinery and equipment for the Collegedale plant. It was noted that Chief Financial Officer Barry Patterson and Corporate Attorney Kurt Faires were both present to answer any questions regarding the PILOT agreement.

In response to Commissioner Graham's question, Mr. Hiatt explained that the PILOT agreement does meet all of the County's qualifications. He added that the expansion will create approximately fifty new jobs over the next five years, with average annual wages of \$43,843 before benefits. Mr. Hiatt noted that McKee has an existing PILOT agreement in which they have outperformed on all metrics defined in the agreement.

In response to Commissioner Graham's question, Attorney Taylor confirmed that he has reviewed the documents extensively and is satisfied with the terms of the agreement.

In response to Commissioner Boyd's question regarding the cost benefit analysis of the increased school portion of property taxes, Mr. Hiatt reported he would email the analysis to Legislative Administrator Patricia Moore.

Several Commissioners thanked Mr. Hiatt and McKee Foods for their continued investment in Hamilton County and the City of Chattanooga.

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Chairman Bankston thanked Mr. Hiatt for the presentation and noted he was not required to attend next week's meeting.

Albert Kiser, Administrator of Finance, clarified for the Commission that the school portion of property taxes would be approximately \$563,000 per year.

RESOLUTION NO. 1015-25 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND OATHS OF DEPUTY SHERIFFS.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1015-25. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Mackey was not present for the vote. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

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Resolution Nos. 1015-33, 1015-36 through 1015-39, 1015-45, 1015-47, 1015-48, and 1015-51 through 1015-53 were heard by a Committee of the Whole.

RESOLUTION NO. 1015-33 A RESOLUTION MAKING AN APPROPRIATION TO ARTSBUILD IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

ON MOTION of Commissioner Beck, seconded by Commissioner Boyd, to adopt Resolution No. 1015-33.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

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RESOLUTION NO. 1015-36 A RESOLUTION TO AMEND THE COUNTY GENERAL FUND EXPENDITURE BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS BY APPROPRIATING \$11,388.89 TO THE 28TH COMMUNITY DEVELOPMENT CORPORATION TO ASSIST THEM IN PAYING COUNTY PROPERTY TAXES AND APPLICABLE FEES AND PENALTIES FOR TAX YEARS 2011-2014.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1015-36.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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**RESOLUTION NO. 1015-37 A RESOLUTION TO AMEND RESOLUTION NO. 915-30,
AS PREVIOUSLY ADOPTED BY THIS COUNTY LEGISLATIVE BODY, AND TO
ADOPT THE CORRECTED FLOOD INSURANCE RATE MAPS (FIRM), AS
ASSOCIATED WITH THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FOR
THE UNINCORPORATED AREAS OF HAMILTON COUNTY, TENNESSEE.**

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to
adopt Resolution No. 1015-37.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the
following members of the County Commission being present and voting as follows:
Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks,
"Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner
Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and
Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9.
Total "Nay" votes – 0.

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RESOLUTION NO. 1015-38 A RESOLUTION ACCEPTING THE BID OF DILLARD CONSTRUCTION, INC. FOR CONSTRUCTION OF THE SALE CREEK MIDDLE / HIGH SCHOOL ADDITION AMOUNTING TO \$10,499,029.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Boyd, to adopt Resolution No. 1015-38.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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**RESOLUTION NO. 1015-39 A RESOLUTION TO AUTHORIZE THE COUNTY
MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH TERRACON
CONSULTANTS, INC. FOR CONSTRUCTION AND SPECIAL INSPECTION TESTING
NECESSARY FOR THE CONSTRUCTION OF THE SALE CREEK MIDDLE/HIGH
SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$54,000.00 OF
PREVIOUSLY BUDGETED FUNDS.**

ON MOTION of Commissioner Boyd, seconded by Commissioner Smedley, to
adopt Resolution No. 1015-39.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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**RESOLUTION NO. 1015-45 A RESOLUTION AUTHORIZING THE APPOINTMENT
OF A REPRESENTATIVE TO THE HAMILTON COUNTY COMMUNITY
CORRECTIONS ADVISORY BOARD.**

This Resolution appoints Veronica Hurd to serve the remainder of Justin Strand's term ending June 30, 2016. Justin Strand recently resigned from the board.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1015-45.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 1015-47 A RESOLUTION FOR DALLAS BAY VOLUNTEER FIRE DEPARTMENT TO SELL A 1998 FORD E-350 VAN WHICH IS CO-TITLED WITH HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Haynes, to adopt Resolution No. 1015-47.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

RESOLUTION NO. 1015-48 A RESOLUTION FOR SALE CREEK VOLUNTEER FIRE DEPARTMENT TO SELL A 1991 FORD E-350 AMBULANCE WHICH IS CO-TITLED WITH HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 1015-48.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

RESOLUTION NO. 1015-51 A RESOLUTION MAKING AN APPROPRIATION TO CHATTANOOGA BOYS CHOIR IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

ON MOTION of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 1015-51.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

RESOLUTION NO. 1015-52 A RESOLUTION MAKING AN APPROPRIATION TO HAMILTON COUNTY SPECIAL TACTICS AND RESCUE SERVICES (STARS) IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Fields, to adopt Resolution No. 1015-52.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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RESOLUTION NO. 1015-53 A RESOLUTION ADOPTING A POLICY PROVIDING FOR INDEPENDENT EXTERNAL INVESTIGATIONS INTO ALLEGATIONS OF NEGLIGENCE OR MISCONDUCT COMMITTED BY OFFICIALS, EMPLOYEES, AND/OR CONTRACTORS OF THE HAMILTON COUNTY MEDICAL EXAMINER'S OFFICE, AS THEY RELATE TO GRANTS RECEIVED BY HAMILTON COUNTY UNDER THE PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM.

ON MOTION of Commissioner Haynes, seconded by Commissioner Mackey, to adopt Resolution No. 1015-53.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
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Chairman Bankston asked that Resolution Nos. 1015-26 through 1015-28, 1015-34, 1015-35, 1015-40 through 1015-44, 1015-46, 1015-49, and 1015-50 be considered together.

RESOLUTION NO. 1015-26 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A U.S. DEPARTMENT OF HOMELAND SECURITY 2015 PORT SECURITY GRANT AND AMENDING THE CAPITAL BUDGET OF THE SHERIFF'S OFFICE BY ADDING \$95,025 TO REVENUES AND \$126,700 EXPENDITURES.

RESOLUTION NO. 1015-27 A RESOLUTION ACCEPTING A U.S. DEPARTMENT OF JUSTICE GRANT AND TO AMEND THE SHERIFF'S OPERATING BUDGET BY INCREASING REVENUES AND EXPENDITURES BY \$19,859, PURSUANT TO THE GRANT TERMS, THE FUNDS MAY BE USED FOR CORRECTION PURPOSES ONLY.

RESOLUTION NO. 1015-28 A RESOLUTION ACCEPTING THE BID OF ON DUTY DEPOT FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING OCTOBER 21, 2015 THROUGH OCTOBER 20, 2016, FOR VEHICLE COMPUTER CRADLES FOR THE SHERIFF'S OFFICE AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 1015-34 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF TELESOURCE SERVICES, LLC, SYNERGY TELECOM, INC., AND TEL-XL FOR NORTEL TELEPHONE EQUIPMENT FOR THE PERIOD BEGINNING NOVEMBER 19, 2015 THROUGH NOVEMBER 18, 2016 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-35 A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTO PARK FOR MODEL YEAR CONTRACT UNIT PRICING FOR FLEET STAFF SEDANS FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-40 A RESOLUTION ACCEPTING THE BIDS OF HENRY SCHEIN, INC., MIDWEST MEDICAL SUPPLY COMPANY, LLC, MOORE MEDICAL, LLC, AND BUY INDIAN MEDICAL FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR LABORATORY SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 1015-41 A RESOLUTION ACCEPTING THE BIDS OF ROLL-AID INDUSTRIAL SUPPLY, SCHOOL SPECIALTY, INC. AND QUILL CORPORATION FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR GENERAL OFFICE SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-42 A RESOLUTION ACCEPTING THE BIDS OF ACT BUSINESS MACHINES, INC. AND XPEDX FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR PRINTING AND PAPER SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-43 A RESOLUTION ACCEPTING THE BIDS OF HENRY SCHEIN, ROLL-AID INDUSTRIAL SUPPLY, MIDWEST MEDICAL SUPPLY COMPANY, LLC, MOORE MEDICAL, LLC, AND KELSAN, INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR INFECTION CONTROL SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
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OCTOBER 21, 2015**

RESOLUTION NO. 1015-44 A RESOLUTION ACCEPTING THE BID OF AUTO NATION FORD OF MARIETTA FOR ONE (1) FIFTEEN PASSENGER VAN AMOUNTING TO \$28,299.00 FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-46 A RESOLUTION ACCEPTING THE BID OF CUSTOM TRUCK AND BODY WORKS, INC. FOR TWO (2) TYPE I MEDIUM DUTY AMBULANCES AMOUNTING TO \$385,698.00 FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-49 A RESOLUTION ACCEPTING THE BID OF AUTO NATION CHEVROLET NORTHPOINT FOR TWO (2) HEAVY DUTY CARGO VANS AMOUNTING TO \$49,622.00 FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1015-50 A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTO PARK, LLC FOR ONE (1) FULL SIZE SEDAN AMOUNTING TO \$18,150.00 FOR THE CORRECTIONS DEPARTMENT AND AUTHORIZING THE

**HAMILTON COUNTY COMMISSION
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**COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

Commissioner Boyd asked that Resolution Nos. 1015-26 through 1015-28 be voted on separately. He provided details regarding each Resolution and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Boyd, seconded by Commissioner Fields, to adopt Resolution Nos. 1015-26 through 1015-28.

Chairman Bankston asked if there was any discussion. There was none.

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Commissioner Boyd asked that Resolution Nos. 1015-34, 1015-35, and 1015-40 through 1015-43 be considered together.

**HAMILTON COUNTY COMMISSION
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In response to Commissioner Boyd's question, Gail Roppo, Purchasing Director, confirmed that the purchasing department has reviewed each item to ensure that specifications are met.

Commissioner Boyd provided details regarding each Resolution and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 1015-34, 1015-35, and 1015-40 through 1015-43.

Commissioner Graham stated for the record that Roll-Aid Industrial Supply, one of the companies listed on Resolution Nos. 1015-41 and 1015-43, is a customer of his print shop.

In response to Commissioner Fields questions, Commissioner Boyd clarified that the Commission is currently considering Resolution Nos. 1015-34, 1015-35, and 1015-40 through 1015-43.

Attorney Taylor stated that Commissioner Graham's announcement was sufficient notice and that it was not a conflict of interest for him to vote on Resolution Nos. 1015-41 and 1015-43.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Commissioner Boyd asked that Resolution Nos. 1015-44, 1015-46, 1015-49, and 1015-50 be considered together. He provided details regarding each item and stated that the Finance Committee recommended approval.

In response to Commissioner Boyd's question, Mr. Kiser clarified that the new vehicles will be replacing worn vehicles.

ON MOTION of Commissioner Boyd, seconded by Commissioner Graham, to adopt Resolution Nos. 1015-44, 1015-46, 1015-49, and 1015-50.

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks,

**HAMILTON COUNTY COMMISSION
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“Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

Chairman Bankston asked that Resolution Nos. 1015-29A through 1015-32 be considered together.

Details were furnished by Commissioner Haynes regarding the following Resolutions.

RESOLUTION NO. 1015-29A A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTY LOCATED AT 8228 HARRISON BAY ROAD.

RESOLUTION NO. 1015-29B A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTY LOCATED AT 8228 HARRISON BAY ROAD.

RESOLUTION NO. 1015-30A A RESOLUTION TO REZONE FROM M-2 WHOLESALE AND LIGHT INDUSTRY DISTRICT TO R-3 APARTMENT-TOWNHOUSE DISTRICT, PROPERTY LOCATED AT 6849 MOUNTAIN VIEW ROAD.

**HAMILTON COUNTY COMMISSION
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**RESOLUTION NO. 1015-30B A RESOLUTION TO REZONE FROM M-2
WHOLESALE AND LIGHT INDUSTRY DISTRICT TO R-3 APARTMENT-
TOWNHOUSE DISTRICT, PROPERTY LOCATED AT 6849 MOUNTAIN VIEW ROAD.**

**RESOLUTION NO. 1015-31 A RESOLUTION GRANTING A SPECIAL EXCEPTIONS
PERMIT FOR THE REVISION OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT
ON PROPERTY LOCATED AT 1521 OOLTEWAH-RINGGOLD ROAD.**

**RESOLUTION NO. 1015-32 A RESOLUTION GRANTING A SPECIAL EXCEPTIONS
PERMIT FOR THE REVISION OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT
ON PROPERTY LOCATED AT 1521 OOLTEWAH-RINGGOLD ROAD.**

Commissioner Haynes stated the Zoning Committee reviewed and recommended approval of Resolution Nos. 1015-29B, 1015-30B, 1015-31, and 1015-32.

ON MOTION of Commissioner Haynes , seconded by Commissioner Graham, to adopt Resolution Nos. 1015-29B, 1015-30B, 1015-31, and 1015-32.

Chairman Bankston asked if there was any discussion. There was none.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Commissioner Graham spoke about Resolution No. 315-13 that was passed on March 4, 2015. He clarified for the Commission that this Resolution provides the opportunity for individuals who wish to address the Commission to do so prior to the Commission voting on the item being considered. It was noted that individuals wishing to address the Commission should not exceed three minutes per speaker, and those who share views should be grouped together and afforded a total of ten minutes for the presentation of their collective views.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes congratulated the Sale Creek Volleyball team and the Hixson High School Volleyball team for advancing the state tournament.

Commissioner Mackey reported that students from Sale Creek attended today's meeting. He stated that they were very appreciative of the Commission's support of the new construction and renovations at Sale Creek Middle/High School.

Commissioner Graham announced his support for the Chicago Cubs in tonight's National League Championship game.

Commissioner Smedley announced that the Education Committee will be meeting in the adjacent commission conference room Wednesday, October 28th at 8:30 am.

Mayor Coppingger announced that the comprehensive annual financial report (CAFR) will be available on the county's website this afternoon.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

Chairman Bankston reminded the Commission that the Ooltewah Volleyball Team is playing in the state tournament in Murfreesboro today.

DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning.

Monty Bell, a homeless resident of Hamilton County for 17 years, addressed the Commission regarding racial disparity in the criminal justice system. Chairman Bankston reminded Mr. Bell that per Resolution No. 315-13, he has three minutes to make his presentation, and that he is not to publicly call out the name of any commissioner.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
OCTOBER 21, 2015**

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, October 28th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WJK
Date Clerk's Initials



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission
FROM: Bill Knowles *Bill*
DATE: October 8, 2015

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of September 2015.

WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

**Hamilton County
Trustee Report**

For the Date Range: 09/01/2015 to 09/30/2015

RECEIVED
Date 10-8-15
By W.F. Knowles
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11010	TRUSTEE CONCENTRATION	18,849,941.26	87,337,781.26	67,103,732.26	39,083,990.26
11020	CHILD CARE	288,033.21	277,550.10	289,316.21	276,267.10
11030	FOOD SERVICE DEPOSITORY	5,015,661.40	412,514.06	2,031,857.00	3,396,318.46
	Total Cash in Bank	<u>24,156,087.85</u>	<u>88,027,845.42</u>	<u>69,424,905.47</u>	<u>42,759,027.80</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	17,169.04	49,795,325.10	49,809,166.23	3,327.91
11050	BOE CASH RECEIPT SWEEP	0.00	36,632,952.08	36,632,952.08	0.00
	Total Bank Deposits in Transit	<u>17,169.04</u>	<u>86,428,277.18</u>	<u>86,442,118.31</u>	<u>3,327.91</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(2,230,602.21)	15,402,081.56	18,260,105.69	(5,088,626.34)
22202	FOOD SERVICE CHECK PAYABLE	(177,846.20)	1,300,527.91	1,126,052.41	(3,370.70)
22206	DOE A/P CHECK PAYABLE	(2,027,650.91)	9,291,448.62	8,657,125.65	(1,393,327.94)
22280	COUNTY PAYROLL CHECKS PAYABLE	(8,155.83)	4,233,617.65	4,231,541.12	(6,079.30)
22281	DOE PAYROLL CHECK PAYABLE	(6,303.69)	11,548,040.43	11,547,250.81	(5,514.07)
22285	DOE PAYROLL TAX PAYABLE	(5,939.05)	4,208,292.77	4,202,353.62	0.10
22286	DOE RETIREMENT PLANS	(47,808.27)	2,219,825.41	2,172,017.14	0.00
	Total Bank Outstanding Checks	<u>(4,504,306.16)</u>	<u>48,203,834.35</u>	<u>50,196,446.44</u>	<u>(6,496,918.25)</u>
	TOTAL CASH	<u>19,668,950.73</u>	<u>222,659,956.95</u>	<u>206,063,470.22</u>	<u>36,265,437.46</u>
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	57.00	57.00	885.07
	Total Other Assets	<u>885.07</u>	<u>57.00</u>	<u>57.00</u>	<u>885.07</u>
	TOTAL ASSETS	<u>19,669,835.80</u>	<u>222,660,013.95</u>	<u>206,063,527.22</u>	<u>36,266,322.53</u>
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(7,684,801.12)	27,717,629.93	29,621,791.38	(9,588,962.57)

**Hamilton County
Trustee Report**

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22251	FOOD SERVICE	(4,837,815.20)	1,858,798.47	414,249.74	(3,393,266.47)
22255	BOE PAYROLL	(125,475.09)	18,703,304.34	18,751,614.01	(173,784.76)
22256	BOE SELF INSURANCE	(2,848,685.67)	5,066,274.15	3,715,152.96	(1,497,564.48)
22257	CAPITAL MAINTENANCE	(198,448.70)	256,961.71	25,009.44	33,503.57
22401	EXCESS FEES	(212,182.43)	268,451.86	495,214.18	(438,944.75)
22407	PAYROLL COUNTY	(894,372.76)	7,111,823.55	7,083,025.10	(865,574.31)
22408	STORMWATER	(904,510.27)	46,546.85	6,988.97	(864,952.39)
22409	DRUG COURT	(22,535.31)	16,682.66	18,252.22	(24,104.87)
22410	COUNTY GENERAL	(466,723.58)	34,205,081.25	34,175,583.91	(437,226.24)
22412	GENERAL DEBT SERVICE	(526.62)	589,776.90	589,810.28	(560.00)
22413	OPEB TRUST	(2,537.28)	0.00	0.42	(2,537.70)
22414	EMPLOYEES RETIREMENT	(113,553.00)	10,451.38	10,007.50	(113,109.12)
22415	TEACHERS RETIREMENT	(2,207.55)	600.00	299.00	(1,906.55)
22416	LAW LIBRARY	(489.00)	2,850.77	2,849.51	(487.74)
22418	ECONOMIC CRIMES	(500.02)	10,454.37	10,454.43	(500.08)
22419	GEN GOV'T BOND PROJECTS	674,306.59	339,501.76	6,707.86	1,007,100.49
22420	CAPITAL PROJECTS	(9,829.68)	68,827.41	68,688.26	(9,690.53)
22421	INDUSTRIAL DEVELOPMENT	(2,501.25)	4,504,063.46	4,504,062.59	(2,500.38)
22422	RIVERWALK/FISHING PIER	969,985.17	295,901.49	0.00	1,265,886.66
22423	RECREATION CAPITAL PROJECTS	(36.05)	29,840.45	29,852.88	(48.48)
22426	SELF INSURANCE	(2,488.42)	4,144,702.26	4,144,711.38	(2,497.54)
22428	LIABILITY INSURANCE	(2,500.79)	83,704.38	83,703.59	(2,500.00)
22430	HOTEL/MOTEL	(728,284.91)	728,284.91	595,731.17	(595,731.17)
22434	JUVENILE COURT CLERK AGENCY	(5,211.66)	398,091.20	393,519.39	(639.85)
22435	FACILITY BONDS-SERIES 2010A	(2,814.16)	0.00	0.47	(2,814.63)
22436	BOND FUND-SERIES 2010B	(874,569.82)	0.00	145.76	(874,715.58)
22449	SCHOOL CAPITAL PROJECTS FUND	3,853,469.89	3,578,627.29	0.00	7,432,097.18
22461	CRIMINAL COURT	(435,216.43)	153,305.00	180,260.10	(462,171.53)
22462	CRIMINAL COURT SESSIONS	190,787.51	323,358.15	289,626.69	224,518.97
22463	DELINQUENT COLLECTIONS	(366,112.58)	33,492.19	62,481.66	(395,102.05)
22472	LINE OF CREDIT	(48,807.52)	0.00	8.13	(48,815.65)
22473	2015A BOND	3,496,186.30	582.70	0.00	3,496,769.00

Hamilton County Trustee Report

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22483	SHERIFF	(5,419.75)	4,788,037.97	4,786,747.96	(4,129.74)
22484	DRUG ENFORCEMENT-SHERIFF	(476.77)	59,245.31	58,900.18	(131.64)
22485	TN STATE SEX OFFENDER	(67,402.46)	907.50	761.15	(67,256.11)
22489	SHERIFF'S SPECIAL PROJECTS	(14,857.53)	0.00	2.48	(14,860.01)
22498	SYMPRO INVESTMENT POOL	(7,089,818.77)	24,482,000.59	46,031,118.92	(28,638,937.10)
Total Cash Held for Hamilton County Funds		<u>(18,786,976.69)</u>	<u>139,878,162.21</u>	<u>156,157,333.67</u>	<u>(35,066,148.15)</u>
Cash Held for Others					
22801	OVER/SHORT	(1.20)	0.00	0.08	(1.28)
23302	PARTIAL TAXES-PENDING PAYMENT	(104,941.92)	107,768.07	3,776.51	(950.36)
Total Cash Held for Others		<u>(104,943.12)</u>	<u>107,768.07</u>	<u>3,776.59</u>	<u>(951.64)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,433.91	12,825,790.48	12,825,790.48	1,433.91
22800	INTEREST PAYMENT FUTURE	0.00	3,808.19	3,808.19	0.00
Total Clearing Account Activity		<u>1,433.91</u>	<u>12,829,598.67</u>	<u>12,829,598.67</u>	<u>1,433.91</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	(9,763.57)	64,593.38	54,829.81	0.00
22400	TEMPORARY CASH TRANSFER	0.00	0.00	0.00	0.00
Total Liabilities not Applicable		<u>(9,763.57)</u>	<u>64,593.38</u>	<u>54,829.81</u>	<u>0.00</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	0.00	609,078.24	609,078.24	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	12,156.06	12,156.06	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>0.00</u>	<u>621,234.30</u>	<u>621,234.30</u>	<u>0.00</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	(0.00)	284,178.29	284,178.29	(0.00)
22702	OSAP TAX	0.00	15.21	15.21	0.00

Hamilton County Trustee Report

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22703	IN LIEU OF TAX	0.00	48,841.44	0.00	48,841.44
22704	PERSONALTY TAX	0.00	4,884.86	4,884.86	0.00
22705	IN LIEU OF TAX-EPB	0.00	6,068,200.02	6,068,200.02	0.00
22709	IN LIEU OF - TVA	0.00	0.00	48,841.44	(48,841.44)
22711	PROPERTY TAX I&P	(0.00)	19,773.14	19,773.14	(0.00)
22712	OSAP TAX I&P	0.00	1.60	1.60	0.00
22714	PERSONALTY TAX I&P	0.00	310.27	310.27	0.00
22721	PROPERTY TAX REFUNDS	0.00	4,935.83	4,935.83	0.00
22722	OSAP TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	68.66	68.66	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	(0.00)	128,424.01	128,424.01	0.00
Total		<u>(0.00)</u>	<u>6,559,633.33</u>	<u>6,559,633.33</u>	<u>0.00</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>(0.00)</u>	<u>6,559,633.33</u>	<u>6,559,633.33</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>0.00</u>	<u>7,180,867.63</u>	<u>7,180,867.63</u>	<u>0.00</u>

Cash Held for Municipalities

Key: 0001010 CITY OF EAST RIDGE

22701	PROPERTY TAX	(12,735.32)	12,735.32	13,928.94	(13,928.94)
22704	PERSONALTY TAX	(31.17)	31.17	153.35	(153.35)
22705	IN LIEU OF TAX-EPB	0.00	0.00	147,151.00	(147,151.00)
22711	PROPERTY TAX I&P	(1,224.12)	1,224.12	1,047.52	(1,047.52)
22714	PERSONALTY TAX I&P	(2.80)	2.80	13.50	(13.50)
22721	PROPERTY TAX REFUNDS	1,785.64	0.00	1,785.64	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	2.81	0.00	2.81	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(41,643.04)	41,643.04	28,149.61	(28,149.61)
22755	SANITATION	(6,918.03)	6,918.03	6,492.13	(6,492.13)
22756	SANITATION I & P	(612.72)	612.72	627.06	(627.06)
22799	COMM DUE ON TAX COLLECTED	660.53	3,527.39	660.53	3,527.39

Hamilton County Trustee Report

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total Cash Held for Municipalities		<u>(60,718.22)</u>	<u>66,694.59</u>	<u>200,012.09</u>	<u>(194,035.72)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(60,718.22)</u>	<u>66,694.59</u>	<u>200,012.09</u>	<u>(194,035.72)</u>
 Key: 0001020 RED BANK MUNICIPAL					
22701	PROPERTY TAX	(13,054.36)	13,054.36	11,305.54	(11,305.54)
22704	PERSONALTY TAX	(13.97)	13.97	45.16	(45.16)
22705	IN LIEU OF TAX-EPB	0.00	0.00	95,056.00	(95,056.00)
22711	PROPERTY TAX I&P	(1,169.27)	1,169.27	430.37	(430.37)
22714	PERSONALTY TAX I&P	(1.65)	1.65	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	418.00	0.00	418.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22741	STORMWATER FEES	(2,664.00)	2,664.00	1,332.00	(1,332.00)
22742	STORMWATER FEES I&P	(239.76)	239.76	52.38	(52.38)
22755	SANITATION	(2,436.41)	2,436.41	3,093.99	(3,093.99)
22756	SANITATION I & P	(219.28)	219.28	180.87	(180.87)
22799	COMM DUE ON TAX COLLECTED	313.83	2,142.23	313.83	2,142.23
Total		<u>(19,484.87)</u>	<u>22,358.93</u>	<u>111,810.14</u>	<u>(108,936.08)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(19,484.87)</u>	<u>22,358.93</u>	<u>111,810.14</u>	<u>(108,936.08)</u>
 Key: 0001030 SODDY DAISY MUNICIPAL					
22701	PROPERTY TAX	(12,548.68)	12,548.68	15,029.45	(15,029.45)
22704	PERSONALTY TAX	(1,932.64)	1,932.64	726.07	(726.07)
22705	IN LIEU OF TAX-EPB	0.00	0.00	158,367.00	(158,367.00)
22711	PROPERTY TAX I&P	(1,166.87)	1,166.87	1,161.74	(1,161.74)
22714	PERSONALTY TAX I&P	(173.97)	173.97	88.50	(88.50)
22721	PROPERTY TAX REFUNDS	0.00	3.38	0.00	3.38
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	316.44	3,507.39	316.44	3,507.39

**Hamilton County
Trustee Report**

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total	<u>(15,505.72)</u>	<u>19,332.93</u>	<u>175,689.20</u>	<u>(171,861.99)</u>
	Total for Org Key: 0001030 SODDY DAISY MUNICIPAL	<u>(15,505.72)</u>	<u>19,332.93</u>	<u>175,689.20</u>	<u>(171,861.99)</u>
 Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(154.25)	154.25	10,225.11	(10,225.11)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(319.46)	319.46	6.38	(6.38)
22705	IN LIEU OF TAX-EPB	0.00	0.00	153,693.00	(153,693.00)
22711	PROPERTY TAX I&P	(13.87)	13.87	606.76	(606.76)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	1,819.37	1,547.92	1,819.37	1,547.92
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(713.46)	713.46	284.37	(284.37)
22799	COMM DUE ON TAX COLLECTED	(19.51)	3,289.15	7.13	3,262.51
	Total	<u>598.82</u>	<u>6,038.11</u>	<u>166,642.12</u>	<u>(160,005.19)</u>
	Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL	<u>598.82</u>	<u>6,038.11</u>	<u>166,642.12</u>	<u>(160,005.19)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	3,141.00	(3,141.00)
22711	PROPERTY TAX I&P	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	62.82	0.00	62.82
	Total	<u>0.00</u>	<u>62.82</u>	<u>3,141.00</u>	<u>(3,078.18)</u>
	Total for Org Key: 0001050 RIDGESIDE MUNICIPAL	<u>0.00</u>	<u>62.82</u>	<u>3,141.00</u>	<u>(3,078.18)</u>
 Key: 0001060 LAKESITE					

**Hamilton County
Trustee Report**

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22701	PROPERTY TAX	(113.60)	113.60	195.02	(195.02)
22704	PERSONALTY TAX	0.00	0.00	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	2,337.00	(2,337.00)
22711	PROPERTY TAX I&P	(10.27)	10.27	11.41	(11.41)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	390.10	0.00	390.10	0.00
22724	PERSONALTY TAX REFUND	2.09	0.00	2.09	0.00
22799	COMM DUE ON TAX COLLECTED	(5.37)	56.24	0.00	50.87
Total		<u>262.95</u>	<u>180.11</u>	<u>2,935.62</u>	<u>(2,492.56)</u>
Total for Org Key: 0001060 LAKESITE		<u>262.95</u>	<u>180.11</u>	<u>2,935.62</u>	<u>(2,492.56)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(637.71)	637.71	168.38	(168.38)
22704	PERSONALTY TAX	(28.21)	28.21	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	7,532.00	(7,532.00)
22711	PROPERTY TAX I&P	(57.42)	57.42	17.66	(17.66)
22714	PERSONALTY TAX I&P	(5.20)	5.20	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	14.57	154.36	14.57	154.36
Total		<u>(713.97)</u>	<u>882.90</u>	<u>7,732.61</u>	<u>(7,563.68)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(713.97)</u>	<u>882.90</u>	<u>7,732.61</u>	<u>(7,563.68)</u>
 Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(674,025.32)	675,278.87	553,937.80	(552,684.25)
22775	TAX INCREMENT FINANCING	0.00	37,458.09	37,457.09	1.00
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(674,025.32)</u>	<u>712,736.96</u>	<u>591,394.89</u>	<u>(552,683.25)</u>
Total for Org Key: 0001080 CITY OF CHATTANOOGA		<u>(674,025.32)</u>	<u>712,736.96</u>	<u>591,394.89</u>	<u>(552,683.25)</u>
TOTAL CASH HELD FOR MUNICIPALITIES		<u>(769,586.33)</u>	<u>1,449,521.65</u>	<u>1,880,591.97</u>	<u>(1,200,656.65)</u>

**Hamilton County
Trustee Report**

For the Date Range: 09/01/2015 to 09/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	TOTAL LIABILITIES AND EQUITY	(19,669,835.80)	160,889,277.31	177,485,764.04	(36,266,322.53)
	Total for Report:	(0.00)	383,549,291.26	383,549,291.26	(0.00)



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: October 8, 2015

Attached is a copy of the monthly Trustee's excess fee report for the month of September 2015.

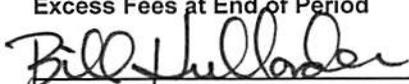
WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2015

Prepared:jw

	September 2015	YTD September 2015
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	226,652.63	618,813.01
44202 - STATUTORY FEES 2%	267,814.78	336,928.71
44203 - STATUTORY FEES OTHER	20.00	60.00
44204 - DELINQUENT TAX FEES	25,616.79	93,023.69
46112 - INTEREST	140.75	474.45
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	520,244.95	1,049,299.86
EXPENDITURES		
51001 - SALARIES	60,749.80	183,532.90
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	275.01	1,158.52
53037- SPECIAL LEGAL SERVICES	70.00	70.00
53042 - MEETINGS, SEMINARS, ETC.	-	-
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	-	10.00
53049 - PARKING	402.72	1,208.16
53050 - MISC PURCHASED SERVICE	46.90	91.70
53051 - CONTRACT LEGAL SERVICES	179.03	501.27
53059 - SECURITY SERVICES	607.36	1,822.08
53065 - BANK ANALYSIS FEE	5,879.79	19,215.06
54001 - OFFICE SUPPLIES & FORMS	6,463.33	7,177.38
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	180.30	358.70
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	(24.69)
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	1,132,901.98	1,132,901.98
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	3,814.68	3,814.68
59022 - SOFTWARE AND SUPPLIES	-	383.70
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	-	4,553.19
Total EXPENDITURES:	1,211,570.90	1,356,774.63
Revenues over (under) Expenditures	(691,325.95)	(307,474.77)
Excess Fees at Beginning of Period	1,132,901.98	749,050.80
Excess Fees at End of Period	441,576.03	441,576.03


 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, 10/8/15
Susan L. Bedwell
 Notary Public
 My Commission Expires 6/20/18



RECEIVED

Date 10-8-15
 By W.F. Knowles
 W.F. (Bill) Knowles
 County Clerk

Handwritten signature



RECEIVED
Date _____
By _____
W.F. (Bill) Knowles
County Clerk



Hamilton County Board of Commissioners

RESOLUTION

No. 1115-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED.

WHEREAS, William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** have duly applied for the positions so sought; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** have given approved bonds for the office of Notary Public and have taken the oath of office.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

NOVEMBER 4, 2015

NAME	RESIDENCE	BUSINESS
Tammy Adams	6301 Pythian Rd. Harrison, TN 37341 423-344-6464	Hwy. 58 Volunteer F.D., Inc. 5402 Hwy. 58 Chattanooga, TN 37416 423-344-5770
Velma Olivia Alford	6233 Canoe Lane Chattanooga, TN 37416 423-760-4058	Erlanger Health System 975 E. 3rd St. Chattanooga, TN 37403 423-778-6737
Sheila Beckmann	739 Mauldeth Road Chattanooga, TN 37415 423-315-2457	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St. Chattanooga, TN 37450 423-756-3000
J. Black	235 Griffin Road Lookout Mtn., GA 30750 423-326-8736	Southeast Company, Inc. P.O. Box 2316 Chattanooga, TN 37409 423-867-2290
Luz Bohorquez	1321 Phils Dr. Chattanooga, TN 37421 423-503-5923	Punto Latino 400 Chickamauga Rd. Chattanooga, TN 37421 423-296-6596
Martha Brown	2329 Ringgold Rd. LaFayette, GA 30728 423-421-9873	Cardiac and Vascular 1032 McCallie Ave. Chattanooga, TN 37403 423-693-2400
Jonathan Cole	1220 Marlboro Ave. Chattanooga, TN 37412 423-298-2794	City of Chattanooga- Library 1001 Broad St. Chattanooga, TN 37402 423-757-5428
Maria Consiglio	2018 Jacquelin Dr. Soddy Daisy, TN 37379 423-838-8072	Car-Mart of Hixson 4517 Hixson Pike Hixson, TN 37343 423-954-0147
Ginger Coulter	226 Main St. Dayton, TN 37321 423-847-5744	Harvest Grocery 5414 Hixson Pike Hixson, TN 37343 423-847-0200
Donna H. Davis	9008 Greystone Valley Dr. Ooltewah, TN 37363 423-238-6647	Winningham & Winningham, PLLC 701 Market St., Ste. 1215 Chattanooga, TN 37402 423-267-2670

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**NOVEMBER 4, 2015**

NAME	RESIDENCE	BUSINESS
David Elliott	3 Fairhills Dr. Chattanooga, TN 37405 423-933-3855	Grant, Konvalinka & Harrison, P.C. 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
Jaunita J. Fetty	P.O. Box 261 Hixson, TN 37343 423-842-7663	Tri-State Roofing Contractors, LLC 3126 Alton Park Alvd. Chattanooga, TN 37410 423-825-4261
Linda L. Fraker	907 Crown Point Rd. East Signal Mtn., TN 37377 423-517-8748	Pendleton Square Trust Company, LLC P.O. Box 11504 Chattanooga, TN 37401 423-661-3125
Gail Griffith	10915 Plainview Dr. Soddy Daisy, TN 37379 423-902-2447	Winningham & Winningham, PLLC 701 Market St., Ste. 1215 Chattanooga, TN 37402 423-269-2670
Brandi Kohl	324 Windsong Dr. LaFayette, GA 30728 423-681-0670	Realty Title & Escrow Services 1510 Gunbarrel Rd., Ste. 106 Chattanooga, TN 37421 423-893-9556
Jonathan M. Lakamp	1209 Crestway Dr. Athens, TN 37303 423-800-4607	State Farm Insurance 7955 E. Brainerd Rd., Ste. B Chattanooga, TN 37421 N/A
Jodi L. Lane	12009 Clift Mill Road Soddy Daisy, TN 37379 423-320-1819	Lanes Equipment Rental, Inc. 619 Hudson Road Chattanooga, TN 37405 423-266-7402
Judith C. Loyd	5020 Redvine Way Hixson, TN 37343 423-877-7502	The RLS Group, LLC 4728 Adams Rd., Ste. 101 Hixson, TN 37343 423-847-0155
DeAyn McClellan	3726 Occonechee Trail Chattanooga, TN 37415 615-489-6993	Bank of America 1945 Northpoint Blvd. Hixson, TN 37343 423-752-1235
Amber McClure	10966 Lovell Rd. Soddy Daisy, TN 37379 423-544-1667	Trust Federal Credit Union 7386 Applegate Ln. Chattanooga, TN 37421 423-870-7613

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**NOVEMBER 4, 2015**

NAME	RESIDENCE	BUSINESS
Felicia McDaniel	1721 Bagwell Ave. Hixson, TN 37343 423-718-7919	N/A N/A N/A N/A
Rebecca H. Miller	16 Whispering Pines Dr. Signal Mtn., TN 37377 423-886-2786	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St., Ste 1700 Chattanooga, TN 37450 423-757-0292
Tiffany Oliver	7521 Passport Dr. Ooltewah, TN 37363 423-240-0933	The Crossing 7501 Standifer Gap Rd. Chattanooga, TN 37421 N/A
Natalie Posey	7904 Maranatha Way Georgetown, TN 37336 423-413-1971	N/A N/A N/A N/A
Meghan Sehon	1812 Terri Lynn Dr. Chattanooga, TN 37421 423-827-5031	Bank of America 1945 Northpoint Blvd. Hixson, TN 37343 423-752-1235
Ashley N. Sloan	8112 Karr St. Chattanooga, TN 37421 309-669-8731	State Farm 6016 Shallowford Rd., Ste. 1100 Chattanooga, TN 37421 N/A
Elizabeth Harris Sloan	10372 Baker Boy Drive Ooltewah, TN 37363 423-326-2999	Charles V. Collins, et. al. 7213 Noah Reid Rd., Ste. 102 Chattanooga, TN 37421 423-702-8941
Gabriel L. Smith	1108 Walston Ave., C-106 Dalton, GA 30720 423-762-2938	Law Office of Morgan G. Adams 1419 Market St. Chattanooga, TN 37402 423-265-2020
Pam Smith	7502 Florence Dr. Hixson, TN 37343 423-842-0320	Hudson Materials Company 1615 Sholar Ave. Chattanooga, TN 37406 423-624-2631
Frances Thompson	8446 Dunnhill Ln. Hison, TN 37343 423-240-1653	C&J Pressure Washing Company 8446 Dunnhill Ln. Hixson, TN 37343 423-240-1653

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 4, 2015**

NAME	RESIDENCE	BUSINESS
Patricia Weathers	5227 Hwy. 153 Hixson, TN 37343 423-605-2421	Cash Express, LLC 263 West Spring St. Cookeville, TN 38501 256-609-8569
Sharon White	712 Beavertdale Rd. NE Dalton, GA 30721 706-264-6584	Taylor and Associates Law Group 6432 Hixson Pike Chattanooga, TN 37343 423-305-7999
Forestina Willis	700 Castle Dr. Chattanooga, TN 37411 423-468-3194	N/A N/A N/A N/A
Jeff Campbell	10104 Ooltewah Georgetown Rd. Ooltewah, TN 37363 423-593-6933	Wortham Laboratories, Inc. 6340 Bonny Oaks Drive Chattanooga, TN 37416 423-296-0090



Hamilton County Board of Commissioners RESOLUTION

No. 1115-2

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CARTER STREET CORPORATION BOARD OF DIRECTORS FOR A TERM ENDING NOVEMBER 8, 2019.

WHEREAS, pursuant to Hamilton County Resolution No. 1281-10, certain members of the Carter Street Corporation Board of Directors are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed William Raines, for a term beginning November 8, 2015 and ending November 8, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the reappointment of William Raines to the Carter Street Corporation Board of Directors is hereby confirmed for the term as stated above;

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

WILLIAM B. RAINES, JR., CCIM, CSM, RPA

President and Founder

**THE
RAINES
GROUP**
REAL ESTATE



As president, chief executive officer, and founder of The Raines Group, Inc., Raines has over 39 years of experience in office and shopping center management and leasing as well as commercial brokerage.

Previously, as the Nashville District Manager for Cousins Properties, he managed over 2.5 million square feet of retail space in this position. Raines has also supervised the leasing and management of over 3.2 million square feet of Power Centers throughout the Southeast.

While in Nashville, Raines partnered with Joe M. Rodgers, former U.S. Ambassador to France, to form The Raines Group in 1984. Raines purchased Rodgers interest in 1988 and became the sole owner. At its start, The Raines Group very rapidly grew to oversee three million square feet of commercial property in Tennessee, Georgia, Alabama and Kentucky.

A Chattanooga native, Raines attended Red Bank High School and the United States Military Academy at West Point, where he received a Bachelor of Science degree in Engineering. His military training included the Airborne School, Air Defense Artillery School, Command and General Staff College and the Army War College.

He served on active duty in Vietnam as a Battery Commander on the DMZ and in Operation Desert Shield/Storm as a Garrison Commander at Ft. Campbell, KY. Retiring in 2000, he holds the rank of Major General, USA.

Raines has received the following professional designations:

- Real Property Administrator (RPA) from BOMA Building Owners and Managers Association.
- Certified Shopping Center Manager (CSM) from The International Council of Shopping Centers (ICSC).
- Certified Commercial Investment Member (CCIM) from the CCIM Institute/National Association of Realtors.



Hamilton County Board of Commissioners RESOLUTION

No. 1115-3

A RESOLUTION MAKING AN APPROPRIATION TO PUMPKIN PATCH IN THE AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Jim Fields has expressed a desire to allocate Twenty Five Thousand Dollars (\$25,000.00) from General Fund discretionary monies to Pumpkin Patch to rebuild the playground used by the residents of Walden, Signal Mountain and Hamilton County; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Twenty Five Thousand Dollars (\$25,000.00) from General Fund discretionary monies be appropriated to Pumpkin Patch to rebuild the playground used by the residents of Walden, Signal Mountain and Hamilton County.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

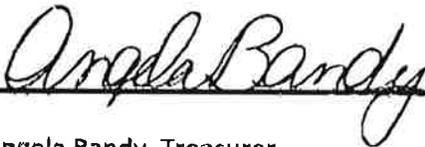
Date

"Pumpkin Patch", NCORP

Income Statement

from June 1, 2015 - September 30, 2015

	amount
Income:	
Donations	\$ 5,694.12
Fund Raising- Engraved Bricks	\$ 5,096.87
Fund Raising- Harvest Supper tickets	\$ 581.70
Sponsorship- Harvest Supper	\$ 2,500.00
	<hr/>
Total Income	\$ 13,872.69
Expenses:	
Fund Raiser- Engraved Bricks	\$ 768.00
Fund Raiser- Harvest Supper	\$ 2,500.00
Construction Retainer	\$ 3,500.00
Post Office Box	\$ 41.00
	<hr/>
Total Expenses	\$ 6,809.00
	<hr/>
Net Operating Income:	\$ 7,063.69



Angela Bandy, Treasurer
Regrow the Pumpkin Patch



Date

"Pumpkin Patch", NCORP

Balance Sheet

as of September 30, 2015

		amount
Assets:	Cash- Checking Account	\$ 5,300.00
	T-Shirt Inventory	\$ 248.00
	Total Assets	<u>\$ 5,548.00</u>

Liabilities:	Accounts Payable	
	Fundraising Event Set-Up	\$ 2,500.00
	Leathers and Associates	\$ 196,500.00
	Bricks R Us	\$ 768.00
	Total Liabilities	<u>\$ 199,768.00</u>

Net Worth as of 9/30/15 \$ **(194,220.00)**



Angela Bandy, Treasurer
Regrow the Pumpkin Patch

9.30.15

Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 21 2015

PUMPKIN PATCH
850 FORT WOOD ST
CHATTANOOGA, TN 37403

Employer Identification Number:
38-3955148
DLN:
17053162313015
Contact Person:
PAULA J MOLL-MALONE ID# 31262
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 5, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

PJM 7/20/2015

PUMPKIN PATCH

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Cooper', written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



Hamilton County Board of Commissioners

RESOLUTION

No. 1115-4

A RESOLUTION MAKING AN APPROPRIATION TO HARRISON RURITAN FOUNDATION, INC., IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate Five Thousand Dollars (\$5,000.00) from General Fund discretionary monies to Harrison Ruritan Foundation, Inc., to assist with the purchase of a commercial refrigerator and the replacement of lighting; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Five Thousand Dollars (\$5,000.00) from General Fund discretionary monies be appropriated to Harrison Ruritan Foundation, Inc., to assist with the purchase of a commercial refrigerator and the replacement of lighting.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

HARRISON RURITAN FOUNDATION
INCOME & EXPENSES
JANUARY 1, 2014 – DECEMBER 31, 2014

INCOME:

DONATIONS	5,505
FUND RAISERS	7,309
TOTAL INCOME.....	12,814

EXPENSES:

DONATIONS	13,285
SCHOLARSHIPS	3,400
STATE TAX	20
TOTAL EXPENSES.....	16,705
NET.....	-3,891



BETTY RUTHERFORD

JANUARY 14, 2015

HARRISON RURITAN FOUNDATION

BALANCE SHEET

DECEMBER 31, 2014

ASSETS:

CURRENT ASSETS

CASH IN BANK 9,532

TOTAL ASSETS9,532

LIABILITES & EQUITY:

LIABILITIES

TOTAL LIABLITES..... 0

EQUITY

TOTAL EQUITY..... 9,532

 Betty Rutherford

BETTY RUTHERFORD, TREASURER

JANUARY 14, 2015

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 30 2009

HARRISON RURITAN FOUNDATION INC
C/O JIM MCKINNEY
9131 N HICKORY VALLEY RD
CHATTANOOGA, TN 37416-1338

Employer Identification Number:
26-3474083
DLN:
17053343349038
Contact Person:
STEPHANIE L JONES TAYLOR ID# 31395
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 3, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

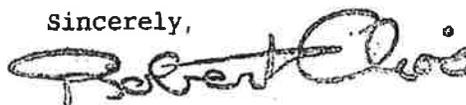
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

Sincerely,

A handwritten signature in cursive script that reads "Robert Choi". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC



Hamilton County Board of Commissioners

RESOLUTION

No. 1115-5

A RESOLUTION ACCEPTING THE PROPOSAL OF KELLY SERVICES, INC. FOR TEMPORARY EMPLOYMENT AGENCY SERVICES, BEGINNING JANUARY 1, 2016 THROUGH DECEMBER 31, 2017, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County periodically experiences emergency staffing needs; and,

WHEREAS, our employment process cannot easily accommodate timely staffing in an emergency situation; and,

WHEREAS, to meet this need, the Human Resources Department issued a Request for Proposal (RFP) and received responses from two employment agencies which were evaluated based on the criteria listed in the RFP; and,

WHEREAS, these services will be coordinated through the Human Resources Department for quality assurance, cost effectiveness and ease of administration; and,

WHEREAS, the proposal offered by Kelly Services appears to be the lowest and best proposal and appears to be in the best interest of Hamilton County.

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the proposal from Kelly Services, Inc. for temporary employment agency services, beginning January 1, 2016 through December 31, 2017, with the option to renew for four (4) additional one (1) year periods, for the Human Resources Department is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

SUMMARY FOR TEMPORARY EMPLOYMENT AGENCY SERVICES

Key elements of the current program include:

- Staff temporary job openings, upon request and in the requested time frame, with individuals who possess the required qualifications to perform the job.
- Provide regular follow-up on temporary positions that have not been filled.
- Upon filling a request, confirm the billing rate for each temporary employee; if a set mark-up is established, the billing rate and the pay rate of the temporary employee must be provided.
- Provide a detailed monthly temporary staffing report, which will include at least the following information:
 - i. Name of employee, department in which temporary employee worked, start and end dates (or anticipated end date), and the applicable billing rate.
 - ii. Provide a single point of agency contact to support the Hamilton County Government account.

All Federal, State, and related employment laws must be adhered to by the Employment Agency in the selection of temporary applicants/candidates submitted to Hamilton County Government for consideration of placement.

Two proposals were received in response to our notice:

- Kelly Services, our current provider
- LaborExchange of Chattanooga

After reviewing the capabilities of the two proposals for our RFP for Staffing Services, it is the recommendation of the Human Resources that Kelly Services be selected as the provider of temporary staffing services. Kelly Services offers automated timekeeping and billing which is not currently available from the other provider. Additionally, Kelly Services has a larger candidate pool of employees that enables them to meet Hamilton County's temporary staffing needs. From a pricing perspective, Kelly Services offered the lowest rates on ten (10) of the nineteen (19) positions. LaborExchange of Chattanooga was only low on seven (7) of the positions. Hamilton County has used Kelly Services for the past eight (8) years have been satisfied with their services. Thus, Kelly Services appears to be the lowest and best proposal and our recommendation.

RFP#0815-017: Employment Agency Services

VENDORS:

Kelly Services, Inc.
Mr. Richard Slye
6160 Shallowford Rd.
Suite 101
Chattanooga, TN 37421
P) 423.892.8964 C) 423.544.1427
slyeric@kellyservices.com

Total Resources, Inc.
Ms. Vivian Miller
5708 Uptain Road
Suite 1200
Chattanooga, TN 37411
P) 423.899.6767 F) 423.899.5445
vmiller@totalresourceonline.com

Randstad Staffing
Ms. Wendy Boran
6120 Shallowford Road
Suite 106
Chattanooga, TN 38134
P) 423.855.3779
Wendy.boran@randstadUSA.com

Manpower
Ms. Tamarah Daniel
6166 Shallowford Road
Suite 105
Chattanooga, TN 37421-7221
P) 423.954.9500 F) 423.954.9506
Tamara.daniel@manpower.com

Olsten Staffing Services
Ms. Joann Forman
2115 Stein Drive
Chattanooga, TN 37421
P) 855.7859
Joann.forman@olsten.com

Robert Half International Inc.
Ms. Sandy Saylor
537 Market Street
Suite 200
Chattanooga, TN 37402
P) 423.865.5561
Sandy.saylor@roberthalf.com

Ken Fikes
Kenny@laborexchangechatt.com

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Thursday, August 13, 2015 as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals for Employment Agencies to supply workers to staff temporary job openings. Specifications are available by contacting the Purchasing Department at 423.209.6350.

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 1:30 p.m. (Eastern) on September 17, 2015.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 1115-6

A RESOLUTION ACCEPTING THE PROPOSAL OF APPLICATION SOFTWARE, INC dba ASIFLEX FOR FLEXIBLE BENEFITS PLAN ADMINISTRATION SERVICES, BEGINNING JANUARY 1, 2016, THROUGH DECEMBER 31, 2018, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for Flexible Benefits Plan Administration Services for Hamilton County employees; and,

WHEREAS, the proposal from Application Software, Inc. dba ASIFlex was considered to be the lowest and best proposal received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the proposal of Application Software, Inc. dba ASIFlex for Flexible Benefits Plan Administration Services, beginning January 1, 2016, through December 31, 2018, with the option to renew for three (3) additional one (1) year periods, for the Human Resources Department is hereby accepted, said proposal being the lowest and best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

SUMMARY FOR FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

Key elements of the current program include:

- Provide account-based administration services for the following plans:
 - Flexible Spending Account (FSA) Plans
 - Dependent Care (FSA) Plans
 - Commuter Benefit FSA Plan for parking / transit
- Provide Debit Card Option for Claims Processing
- Develop, print and distribute to appropriate agencies any and all forms required for all tasks (claim forms, authorization forms, Debit Card order forms, etc.)
- Process claims for ninety (90) days after the close of the plan year (run out claims).

After reviewing the top three responses to our RFP for Flexible Spending Account Services, it is the recommendation of the Human Resources Department that ASIFlex be selected as the provider to administer Flexible Spending Account services. ASIFlex appears to be the lowest and best proposal. ASI Flex offers significantly lower rates than our current provider TASC (both their current fees and proposed fees). ASI Flex monthly fees are also lower than the other proposer (assuming direct deposit & electronic communication) and they do not have a set up fee. ASIFlex offers testing, reporting and electronic documentation of any needed employee communications at no additional charge. ASIFlex also offers online enrollment as an option.

ANALYSIS OF FLEX PLAN PROPOSAL FOR HAMILTON COUNTY EMPLOYEES

	ASI FLEX	Connect Your Care	TASC (Current Vendor)
Set Up Fee	\$0.00	\$1,000.00	\$0.00
Annual Set-Up Fee	\$0.00	\$0.00	Waived
Basic Monthly Administration Health Care FSA Fee *\$2.80 for participants signed up for direct deposit and electronic communication via email/text alerts; \$2.95 for all others	\$2.80*/\$2.95 Per Participant/ Per Mo.	\$2.85 Per Participant/ Per Mo.	\$3.95 Per Participant/ Per Mo. <i>(Current Admin Fee is \$3.76 PPPM)</i>
Basic Monthly Administration Dependent Care FSA Fee *\$2.80 for participants signed up for direct deposit and electronic communication via email/text alerts; \$2.95 for all others	\$2.80*/\$2.95 Per Participant/ Per Mo.	\$2.85 Per Participant/ Per Mo.	\$3.95 Per Participant/ Per Mo. <i>(Current Admin Fee is \$3.76 PPPM)</i>
Basic Monthly Administration Commuter FSA Fee *\$2.80 for participants signed up for direct deposit and electronic communication via email/text alerts; \$2.95 for all others	\$2.80*/\$2.95 Per Participant/ Per Mo.	\$2.50 Per Participant/ Per Mo. (With a \$350.00 annual fee)	\$3.95 Per Participant/ Per Mo. <i>(Current Admin Fee is \$3.76 PPPM)</i>
Debit Card Fee	Included Additional Debit/Replacement Card Sets are \$5 at participants expense.	Included Additional Debit/Replacement Cards are additional expense to participant.	Included Additional Debit/Replacement Cards are additional expense to participant.
Other-Onsite meetings/fairs	2 consecutive days included 1st year for one ASI Rep - subsequent days \$250 per day, plus travel expenses; No costs for webinars or narrated / recorded presentations	No Information Provided	No Information Provided
Separate Optional Services:			
Discrimination Testing	Included	Contingent upon total employee population & per testing run	Included, Annually
Ad-hoc Reporting	Included	\$200 per hour for Ad Hoc Report Programming	Fees are determined based on time and materials.
Communications/ Enrollment	PDF of communication; online enrollment included	Paper Statements to Participants: \$1.00 per Statement / Electronic Versions of Standard material is included at no additional cost.	Included, Electronic



Hamilton County, Tennessee On-Line Bid Administration System

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[Log Out](#)

Logged in as: lindac@mail.hamiltontn.gov
Role: Client

Home

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Vendors

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Events

Categories

Documents

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Bidders

Bids

Log

Solicitation - Log

8/28/2015 8:49 AM Eastern

Solicitation Title: Flexible Benefits Plan Administration Services

Number: 0815-022

Bids Due: 9/30/2015 1:30:00 PM Eastern

Status: Open

Visible to Vendors: Currently Visible | [Hide](#)

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
8/28/2015 8:49:53AM	Eastern	Linda Chumbler	0815-022 - Flexible Benefits Plan Administration Services	Invitation	Please click on the above solicitation number to access proposal documents.	84	0

eBid eXchange.Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Thursday, August 28, 2015 as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals for the administration of its Flexible Benefits Plan. Specifications are available by contacting the Purchasing Department at 423.209.6350 or at www.hamiltontn.gov/purchasing.

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 1:30 p.m. (Eastern) on September 30, 2015.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 1115-7

A RESOLUTION ACCEPTING THE BID OF CHRYSLER DODGE JEEP RAM OF COLUMBIA FOR ONE (1) SPECIAL SERVICE TRUCK AMOUNTING TO \$27,415.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) special service truck for the Sheriff's Department; and,

WHEREAS, the bid from Chrysler Dodge Jeep Ram of Columbia amounting to \$27,415.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Chrysler Dodge Jeep Ram of Columbia for one (1) special service truck amounting to \$27,415.00 for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

Bid#:1015-042 Special Service Truck
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused current year model (2016) 4x4 Crew Cab Pick-up (Special Service Police) Truck. Vehicle shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. The vehicle shall meet or exceed the following specifications.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on October 19, 2015, to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid#1015-042: Special Service Truck". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 1015-042: Special Service Truck <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Completion of the Authorization to Bind Form:

Please complete and sign the attached Authorization to Bind form.

Contacts:

Questions concerning product specifications should be directed to:

Sgt. Mark Williams
Hamilton County Sheriff's Office
Phone: (423) 209-8935 Cell: (423) 443-2573

Bid#:1015-042 Special Service Truck
Hamilton County, Tennessee

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
Email: LindaC@HamiltonTN.gov
Phone: (423)209-6353, Fax: (423)209-6351

Delivery:

Hamilton County Sheriff's Office
6233 Dayton Blvd.
Hixson, TN 37343

Detailed Bid Specifications – 2016 Special Service Truck

Items found in this section set forth the County’s minimum expectations for new and unused, current year model 4X4 Crew Cab Special Service Truck sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. **All bids are F.O.B. Chattanooga, Tennessee.**

Note: *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIAL SERVICE POLICE TRUCK SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Vehicle Color: White			
Towing Capacity: 10,000 lb. minimum			
Engine: V8 – 6 speed automatic			
Alternator: 220 amp			
Axle: 3.42 ratio minimum			
Battery: 720 amp minimum			
Engine Cooling: Heavy Duty			
Fuel Tank: 23 gallon minimum			
Shock Absorbers: Front and Rear, Heavy-Duty			
Stabilizer Bars: Front and Rear			
Steering: Electric Power Rack and Pinion			
Suspension: Heavy duty front and rear			
Transfer Case: Electronic part-time			
Bed Rail Caps: Top covers for bed sides			

Bid#:1015-042 Special Service Truck
Hamilton County, Tennessee

<u>SPECIAL SERVICE POLICE TRUCK</u> SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Body Model: Crew Cab – Short Bed - 5 ½ or 6 ½			
Bumpers: Front and Rear - Standard			
Door Handles Color: Black (if available)			
Windows: Tinted, Power, front and rear with driver’s one-touch up and down			
Headlamps: Automatic lens, Halogen			
Tailgate: Locking, removable with lift assist			
Winch: Tire carrier (spare tire)			
Tires: LT265/70R17E On/Off-Road (not all terrain)			
Spare: Full Size			
Wheels: Steel spare, 17X7 inch styled steel			
Windshield Wipers: Variable/Intermittent			
Air Conditioning: Factory Installed			
Assist Handle: Driver and passenger-side			
Instrument Panel: Cluster w/ certified speedometer (if available)			
Door Locks: Power			
Floor Covering: Heavy-duty Vinyl			
Cab Lighting: Standard Interior Lighting			
Mirrors: Interior Rearview – Day/Night manual			
Accessor Delay: Power			

Bid#:1015-042 Special Service Truck
Hamilton County, Tennessee

<u>SPECIAL SERVICE POLICE TRUCK</u> SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Power Outlets: Two 12-Volt auxiliary – One 115-volt auxiliary			
Seats: power (drivers), Cloth bucket front seats, folding rear bench seat, vinyl			
Console: Delete Center Console			
Speed Control			
Steering: Tilt column			
Radio: AM/FM/CD Bluetooth w/USB			
Air Bags: Driver and passenger front and side			
Brakes: Power-assisted 4-wheel antilock disc			
Trailer Hitch: Class IV with 4 and 7 pin harness connector			
Electronic Stability Control: Includes ABS, Brake Assist, All-Speed Traction Control, Rain Brake Support, Ready Alert Braking, Electronic Roll Mitigation, Hill Start Assist and Trailer Sway Damping			
Seat Belts: Front, shoulder height- adjustable			
Tire Pressure Monitor with Display			
OPTION: Remote Start and Security Group – Includes Security Alarm and Remote Start System (if available) price separately on bid form			
OPTION: Defroster – Rear window (if available) price separately on bid form.			
Include Manufacturer’s Warranty Information with bid (Basic, Power train, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			

Bid#:1015-042 Special Service Truck
 Hamilton County, Tennessee

PRICING: One (1) new and unused, 4-wheel drive, Crew Cab Special Service Truck. Please give a bid price for the vehicle and each option with a total price for vehicle with both options 1 & 2.

YEAR/MAKE/MODEL	BID PRICE	DELIVERY TIME	TERMS

OPTION:	BID PRICE
Defroster – Rear window	
Remote Start and Security Group	
TOTAL BID PRICE W/ OPTIONS 1 & 2	

Include Manufacturer’s Vehicle Spec Sheet with bid.

BID SUBMITTED BY: _____

Company Name: _____

Contact Title: _____

Contact Phone: _____

AUTHORIZATION TO BIND

By signing this bid document, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier 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. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System



Help

FAQ

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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

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Solicitation - Log

10/07/2015 7:57 AM Eastern

Solicitation Title: Special Service (Police) Truck

Number: 1015-042

Bids Due: 10/19/2015 10:30:00 AM Eastern

Status: Open

Visible to Vendors: Currently Visible | [Hide](#)

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
10/07/2015 7:57:23AM	Eastern	Linda Chumbler	1015-042 - Special Service (Police) Truck	Invitation	Please click on the above solicitation number to access bid documents.	194	0

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Please run the attached ad on October 7, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) Special Service Vehicle (Truck) will be opened at 10:30 AM (ET) on October 19, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) Special Service Truck (Police Vehicle)
 October 19, 2015

Sheriff's Department
 10:30 A.M.

Vendors:	CDJR of Columbia	Mt. View Ford (HC)	AutoNation of Marietta
Total w/Options:	\$27,415.00	\$29,206.00	\$29,460.00
Bid Price:	\$26,989.00	\$28,866.00	\$29,280.00
Option 1: Rear Window Defroster	\$128.00	\$340.00	\$180.00
Option 2: Remote Start/Security Group	\$298.00	N/A	N/A
Make/Model:	2016 Dodge Ram/1500 SSV	2016 Ford F150 SSV	2016 Ford F150 WIE
Delivery:	12-16 wks	14-16 wks.	75-145 days
Terms:	Net 30	Net on Del.	Net 29

Request For Bids:	
Newspaper Ad:	10/7/2015
Vendor Mailing:	194
Vendor Response:	3
Budgeted:	Capital Outlay

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

WINDOW STICKER

2016 Ram 1500 4WD Crew Cab 140.5" SSV		Interior: - Diesel Gray/Black
5.7 L/345 CID Regular Unleaded V-8		Exterior 1: - No color has been selected.
6-Speed Automatic w/OD		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
DS6T98	2016 Ram 1500 4WD Crew Cab 140.5" SSV	\$38,935.00
	OPTIONS	
EZH	ENGINE: 5.7L V8 HEMI MDS VVT	\$0.00
DG1	TRANSMISSION: 6-SPEED AUTOMATIC (65RFE)	\$0.00
25D	QUICK ORDER PACKAGE 25D SPECIAL SERVICE VEHICLE	\$0.00
DMH	3.92 REAR AXLE RATIO	\$50.00
WFP	WHEELS: 17" X 7" STEEL	\$0.00
TXN	TIRES: LT265/70R17E OWL ON/OFF ROAD	\$250.00
PW7	BRIGHT WHITE CLEARCOAT	\$0.00
—	STANDARD PAINT	\$0.00
D5X8	DIESEL GRAY/BLACK, CLOTH FRONT BUCKET/VINYL REAR SEAT	\$0.00
Z6D	GVWR: 6,800 LBS	\$0.00
XM9	DELETE SPRAY IN BEDLINER	-\$325.00
RA2	RADIO: UCONNECT 5.0	\$660.00
RSD	SIRIUSXM SATELLITE RADIO	INC
	SUBTOTAL	\$39,570.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 408.0, Data updated 10/13/2015
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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$1,195.00
TOTAL PRICE	\$40,765.00
Est City: 13.00 mpg	
Est Highway: 19.00 mpg	
Est Highway Cruising Range: 494.00 mi	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
DS6T98	2016 Ram 1500 4WD Crew Cab 140.5" SSV	\$38,935.00

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

<u>Code</u>	<u>Description</u>
-	Interior: Diesel Gray/Black
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ENGINE		
EZH	ENGINE: 5.7L V8 HEMI MDS VVT (STD)	\$0.00
TRANSMISSION		
DG1	TRANSMISSION: 6-SPEED AUTOMATIC (65RFE) (STD)	\$0.00
CPOS PKG		
25D	QUICK ORDER PACKAGE 25D SPECIAL SERVICE VEHICLE -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 6-Speed Automatic (65RFE)	\$0.00
AXLE RATIO		
DMH	3.92 REAR AXLE RATIO	\$50.00
WHEELS		
WFP	WHEELS: 17" X 7" STEEL (STD)	\$0.00
TIRES		
TXN	TIRES: LT265/70R17E OWL ON/OFF ROAD -inc: Goodyear Brand Tires	\$250.00
PRIMARY PAINT		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 408.0, Data updated 10/13/2015
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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
PRIMARY PAINT		
PW7	BRIGHT WHITE CLEARCOAT	\$0.00
PAINT SCHEME		
---	STANDARD PAINT	\$0.00
SEAT TYPE		
D5X8	DIESEL GRAY/BLACK, CLOTH FRONT BUCKET/VINYL REAR SEAT - inc: 40-40 bucket no center console	\$0.00
GVWR		
Z6D	GVWR: 6,800 LBS (STD)	\$0.00
ADDITIONAL EQUIPMENT		
XM9	DELETE SPRAY IN BEDLINER *CREDIT*	-\$325.00
RA2	RADIO: UCONNECT 5.0 -inc: 5.0" Touchscreen Display, GPS Antenna Input, Rear View Mirror w/Microphone, Temperature & Compass Gauge, Integrated Voice Command w/Bluetooth, Charge Only Remote USB Port, SIRIUSXM Satellite Radio No satellite coverage in Hawaii or Alaska, For More Info, Call 800-643-2112, No Satellite Coverage w/AK/HI, 1-Yr, SIRIUSXM Radio Service	\$660.00
RSD	SIRIUSXM SATELLITE RADIO -inc: For More Info, Call 800-643-2112, No Satellite Coverage w/AK/HI, 1-Yr, SIRIUSXM Radio Service w/RA2- inc: No satellite coverage in Hawaii or Alaska w/o RA2, No satellite coverage in Hawaii or Alaska.	INC
OPTIONS TOTAL		\$635.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 408.0, Data updated 10/13/2015
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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

ENTERTAINMENT

- Radio: Uconnect 3.0
- Radio w/Seek-Scan, Clock, Aux Audio Input Jack and Radio Data System
- 6 Speakers
- Fixed Antenna
- Media Hub (USB, AUX)

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

EXTERIOR

- Wheels: 17" x 7" Steel
- Tires: P265/70R17 BSW AS
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Power Side Mirrors w/Manual Folding
- Black Exterior Mirrors
- Exterior Mirrors w/Heating Element
- Fixed Rear Window
- Variable Intermittent Wipers
- Deep Tinted Glass
- Galvanized Steel/Aluminum Panels
- Black Grille
- Front License Plate Bracket
- Tailgate Rear Cargo Access
- Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off
- Cargo Lamp Integrated w/High Mount Stop Light
- Perimeter/Approach Lights

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2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

INTERIOR

- Power 10-Way Driver Seat
- Premium Cloth Rear Seat
- Cloth Front Bucket/Vinyl Rear Seat -inc: 40-40 bucket no center console
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Power Lumbar Adjust
- Rear Folding Seat
- Front Cupholder
- Rear Cupholder
- Remote Keyless Entry w/All-Secure
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert, Chrome And Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Cargo Area Concealed Storage

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

- Pickup Cargo Box Lights
- Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Delayed Accessory Power
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- 115V Auxiliary Power Outlet
- Systems Monitor
- Analog Display
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Rear Center Armrest
- Sentry Key Engine Immobilizer

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

MECHANICAL

- Engine: 5.7L V8 HEMI MDS VVT
- Transmission: 6-Speed Automatic (65RFE)
- 3.55 Rear Axle Ratio
- GVWR: 6,800 lbs
- 50-State Emissions System
- Transmission w/Driver Selectable Mode, Sequential Shift Control and HD Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Engine Oil Cooler
- 220 Amp Alternator
- 730CCA Maintenance-Free Battery
- Class IV Towing w/Harness, Hitch and Trailer Sway Control
- 1550# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 26 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

SAFETY

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

ENGINE

Engine Order Code	EZH
Engine Type	Regular Unleaded V-8
Displacement	5.7 L/345 CID
SAE Net Horsepower @ RPM	395 @ 5600
SAE Net Torque (lb ft) @ RPM	410 @ 3950

TRANSMISSION

Transmission order code	DG1
Transmission Type Description	6-Speed Automatic w/OD
Drive Train	Four Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	13.00
Hwy EPA fuel economy estimate (MPG)	19.00
City cruising range (mi)	338.00
Hwy cruising range (mi)	494.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

TRANSMISSION

Gear Ratio (:1)		
First Gear Ratio (:1)		3.00
Second Gear Ratio (:1)		1.67
Third Gear Ratio (:1)		1.50
Fourth Gear Ratio (:1)		1.00
Fifth Gear Ratio (:1)		0.75
Sixth Gear Ratio (:1)		0.67
Reverse Ratio (:1)		3.00
Clutch size (in)		
Power Take-Off		

TRANSFER CASE

Transfer case model		
Gear Ratio (:1)		
Transfer case high gear ratio		
Transfer case low gear ratio		
Transfer case power take off	No	

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)	* 3.92	* 3.92

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	730.00	730.00		1,460.00
Alternator				
Alternator Amps	220.00			

COOLING SYSTEM

Cooling system capacity	
Engine oil cooler	Regular

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	3,900.00	3,900.00	
Curb Weight (lbs)	3,099.00	2,249.00	5,348.00
Total Option Weight (lbs)	* 28.00	* 28.00	* 56.00
As Spec'd Curb Weight (lbs)	* 3,127.00	* 2,277.00	* 5,404.00
As spec'd payload (lbs)			* 1,396.00
Total Weight (lbs)	* 3,127.00	* 2,277.00	* 5,754.00
Reserve Axle Capacity (lbs)	* 773.00	* 1,623.00	* 2,396.00
Gross Vehicle Wt Rating (lbs)			6,800.00
Gross Combined Wt Rating (lbs)			* 15,950.00
 TRAILERING	 Max Trailer Wt.	 Max Tongue Load	
Dead Weight Hitch (lbs)	* 10,160.00	* 1,016.00	
Weight Distributing Hitch (lbs)	* 10,160.00	* 1,219.20	
Fifth Wheel Hitch (lbs)		*	

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

SUSPENSION	Front	Rear	
Spring			
Spring Type	Short And Long Arm	Multi-Link	
Spring Capacity			
Axle			
Axle Type	Independent	Rigid Axle	
Axle Capacity	3,900.00	3,900.00	
Shock Absorber Diameter (mm)			
Stabilizer Bar Diameter (in)			
BRAKES			
Brake type			
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	13.20	13.80	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	* TXN	* TXN	
Tire Size	* LT265/70SR17	* LT265/70SR17	Full-Size
Capacity	* 6,390.00	* 6,390.00	
Revolutions/Mile @ 45mph	* 640.00	* 640.00	
WHEELS	Front	Rear	Spare
Wheel Size	17 X 7	17 X 7	Full-Size
Wheel Type	Styled Steel	Styled Steel	Steel

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TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

STEERING

Steering type	Rack-Pinion
Ratio (:1)	
On Center	
At Lock	
Turning Diameter	
Curb-to-Curb	45.40
Wall-to-Wall	

FUEL TANK

	Main	Auxiliary
Capacity	26.00	
Location	Midship	Midship

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Customer File:

2016 Fleet/Non-Retail Ram 1500 4WD Crew Cab 140.5" SSV DS6T98

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

EXTERIOR DIMENSIONS

Wheelbase (in)	140.00
Length, Overall w/o rear bumper (in)	
Width, Max w/o mirrors (in)	79.40
Height, Overall (in)	77.50
Overhang	
Overhang, Front	
Front Bumper to Back of Cab (in)	
Cab to Axle (in)	28.00
Cab to End of Frame (in)	
Ground to Top of Load Floor (in)	35.40
Ground to Top of Frame (in)	
Frame Width, Rear (in)	
Ground Clearance	
Ground Clearance, Front	8.6
Ground Clearance, Rear	8.6

CARGO AREA DIMENSIONS

Cargo Box Length @ Floor (in)	67.40
Width	
Cargo Box Width @ Top, Rear	66.4
Cargo Box Width @ Floor	66.4
Cargo Box Width @ Wheelhousings	51
Cargo Box (Area) Height (in)	20.00
Tailgate Width (in)	
Cargo Volume (ft ³)	50.30
Ext'd Cab Cargo Volume (ft ³)	

INTERIOR DIMENSIONS

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TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail DS6T98 4WD Crew Cab 140.5" SSV

INTERIOR DIMENSIONS

Passenger Capacity	5	
Seating Position	Front	Second
Head Room (in)	41.00	39.90
Leg Room (in)	41.00	40.30
Shoulder Room (in)	66.00	65.70
Hip Room (in)	63.20	63.20

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Customer File:



Hamilton County Board of Commissioners RESOLUTION

No. 1115-8

A RESOLUTION ACCEPTING THE BID OF ASC CONSTRUCTION EQUIPMENT USA, INC. FOR ONE (1) RUBBER TIRE WHEEL LOADER AND MULTIPLE ATTACHMENTS AMOUNTING TO \$119,980.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) rubber tire wheel loader and multiple attachments for the Highway Department; and,

WHEREAS, the bid from ASC Construction Equipment USA, Inc. amounting to \$119,980.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of ASC Construction Equipment USA, Inc. for one (1) rubber tire wheel loader and multiple attachments amounting to \$119,980.00 for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

Bid Specifications

Hamilton County, Tennessee is soliciting bids for one (1) new and unused, manufacturers' current production design, rubber tire wheel loader with quick attachment capability and multiple attachments for the Hamilton County Highway Department. All prices must include shipping/delivery to the Highway Department located at 7625 Standifer Gap Road, Chattanooga, Tennessee 37421.

BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on October 9, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID #0915-039: Rubber Tire Wheel Loader". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0915-039: Rubber Tire Wheel Loader from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Ben Wilson, Director, Hamilton County Highway Department at (423) 855-6100 or benw@hamiltontn.gov.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

Introduction

The intent of these specifications is to describe a rubber tire wheel loader with quick attachment capabilities to be used in the maintenance of County roads. Items found in this section set forth the County's minimum expectations for the wheel loader. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet any specification, please explain using the comments column.

Note: *If quoting more than one make/model of vehicle, a separate form must be completed for each loader being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
General Bid Requirements			
A. All equipment furnished shall be of the manufacturers' current production design.			
B. Bidder must be an authorized dealer for the unit.			
C. The entire vehicle/apparatus is to conform to D.O.T., OSHA, and all other applicable regulatory agencies.			
D. All warranties will be listed including any and all exclusions. No warranties can be terminated or canceled for any reason during the warranty coverage as stated in bid where specified. No travel or drive time will be paid while under any manufacturer's warranty.			
E. All warranty registrations will be completed by the bidder and copies provided upon delivery. All warranties will begin on any components on the in-service date or delivery date if no special training is needed to begin operating items supplied.			
F. Unit will be supplied with a line sheet to include as built and current part numbers of any and all components installed on the vehicle.			
G. Bid shall include shipping/delivery to Hamilton County Highway Department.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
General Unit Specifications			
A. Four wheel drive, rubber tire, articulating loader.			
B. Must have a minimum operating weight of 26,000 lbs.			
C. Overall length not to exceed 25' 2".			
D. Overall width not to exceed 8' 6".			
E. Shall have a rated load capacity of 6,000lbs.			
F. Unit shall be equipped with a quick attach capability so operator can change implements from cab. (less hoses)			
G. Dump clearance at full height as defined by SAE J732 shall be a minimum of 9' 2".			
H. Reach at full height as defined by SAE J732 shall be 3' 9".			
Engine			
A. 6 cylinder, 4 stroke, turbo charged, water cooled 160hp diesel.			
B. Wet cylinder sleeve design and shall be EPA/CARB emissions compliant.			
C. 24 Volt starter.			
D. Must be equipped with a double fuel filter and a water separator.			
E. Engine block heater shall be provided.			
F. Engine shall be equipped with double element air filter and extended life coolant.			
Drivetrain			
A. Must have a powershift countershaft type transmission with single lever controlling forward, reverse, and neutral.			
B. Must have four (4) forward gears and three (3) reverse gears.			
C. Shall have a single-stage type torque converter.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Fluid Capacities			
A. Fuel shall be a minimum of fifty (50) gallons.			
B. Hydraulic tank to be a minimum of twenty-three (23) gallons.			
C. Engine oil shall be a minimum of four (4) gallons.			
Hydraulics			
A. Hydraulic system shall have a gear driven pump.			
B. Hydraulic system shall have a common tank for steering, working, and brake hydraulic oil, located so it provides gravity oil feed to the pump.			
C. All hydraulic oil must be filtered through a 10 micron full flow filter before returning to tank.			
D. System reservoir shall have a sight gauge for fluid level check.			
E. Unit shall be equipped with third function hydraulics.			
F. Hydraulic cycle time shall be no more than rise = 5.6s, dump = 0.89s, lower = 3.85s, total = 10.34s.			
G. Lift circuit shall be capable of four (4) functions; raise, hold, lower, and float; as well as an adjustable boom kick-out (dump height) with lever detent.			
H. Tilt circuit will be capable of three (3) functions; rollback, hold, and dump; as well as an adjustable, bucket leveling (bucket return to dig) with lever detent.			
Brakes			
A. Must have brakes on all four (4) wheels.			
B. Must have a parking brake.			
Wheels & Tires			
A. Tires must be 20.5-25 tubeless.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Wheels & Tires (continued)			
B. Fenders shall be provided over tires front and rear.			
Electrical			
A. 24 volt electrical system.			
B. 24 volt, 100 amp alternator shall be provided.			
C. Two (2) heavy-duty 12 volt batteries.			
D. Back up alarm.			
E. Must be equipped with two (2) forward and two (2) rear clear work lights. Two (2) front driving lights with high and low beam capabilities. Parking lights, two (2) rear combination stop and tail lights turn signals with hazard warning flashers.			
F. Must have warning and indicator lights for the following functions: parking brake, high beams, charging, engine oil pressure, transmission oil pressure, turn signals, engine coolant temperature, low fuel, transmission oil temperature, low coolant level, and work lights.			
G. Must have four (4) amber LED strobe lights mounted in grill of radiator.			
H. One (1) amber LED strobe light mounted under or around each front driving light a total of two (2) one each side; mounted facing forward.			
I. All strobe lights mentioned in these specs shall be wired to the in cab switch which operates the hazard warning flashers.			
Cab Equipment			
A. Unit must be equipped with a fully enclosed cab.			
B. Cab shall be equipped with an air circulation system capable of A/C, heating, defrosting, and pressurizing the cab with a minimum 3-speed fan. The defroster must be effective on all windows.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Cab Equipment (continued)			
C. Unit shall provide joystick control with third function.			
D. Unit shall have following equipment: power outlet, cab heating with filter, fresh-air inlet and defroster, floor mat, interior lights, at least one (1) interior and two (2) exterior rear-view mirrors, left and right opening windows, tinted safety glass, seat belt, adjustable console armrest, AM/FM radio, operator’s seat, sun visor, beverage holder, and front and rear windshield washers and wipers.			
Quick Coupler/Attachments			
A. Unit must come equipped with quick coupler. The coupler shall have the capability to use various attachments with minimal loss of performance, visibility, or productivity.			
B. One (1) general purpose bucket (quick attach) with bolt on cutting edge shall be supplied. Bucket capacity shall be 2.5 yd ³ heaped.			
C. One (1) fork lift frame (quick attach) with 49” fork tines shall be supplied.			
D. One (1) Solesbee’s brand loader rake (quick attach) with top clamp(s) shall be provided.			
Steering			
A. Unit shall be equipped with load-sensing, hydrostatic steering system.			
B. Steering cylinders must be double acting and center hinge must be located so that the rear wheels track the front wheels.			
Miscellaneous			
A. One (1) spare tire and wheel shall be provided.			
B. One (1) operators manual will be provided.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Miscellaneous (continued)			
C. Two (2) service manuals and/or CDs shall be provided.			
D. One (1) five pound fire extinguisher shall be mounted on unit.			
E. Twenty-five (25) keys shall be provided.			
Warranty			
A. Unit must have a minimum twelve (12) month/1500 hour warranty. Excludes wear parts.			
B. Primary bidder will be responsible for all warrantable repairs on complete unit; including attachments.			
C. Bidder shall include a copy of warranty terms and conditions and a list of exceptions from the warranty as well as wear items.			
D. Please specify (in comments box) the closest franchised manufacturer’s representative location including the business address/location and how close it is in miles to the Highway Department. Location shall be able to provide parts, service, and full factory warranty repair. *This information will be used to help determine lowest/best bid.			
E. Warranty shall start on in service date. NO DRIVE TIME CHARGES DURING WARRANTY PERIOD.			
Delivery			
A. 120 Day delivery (after bidder receives P.O.) to be delivered to Hamilton County Highway Department.			
B. An appointment for delivery shall be set up prior to delivery. Call Ben Wilson (423) 855-6100.			
C. A copy of the invoice shall accompany the unit.			
D. A title or M.S.O must accompany the unit.			

Pricing Sheet

The bid is for one (1) rubber tire wheel loader.

Pricing if Equipment Purchased Separately		
Description:	Make/Model:	Total Price:
(1) Rubber Tired Wheel Loader		

Company Name: _____

By: _____

Phone: _____

Email: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier 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. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System



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Solicitation - Log

9/29/2015 8:17 AM Eastern

Solicitation Title: (1) Rubber Tire Wheel Loader & Attachments

Number: 0915-039

Bids Due: 10/09/2015 10:30:00 AM Eastern

Status: Open

Visible to Vendors: Currently Visible | [Hide](#)

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/29/2015 8:15:33AM	Eastern	Linda Chumbler	0915-039 - (1) Rubber Tire Wheel Loader & Attachments	Invitation	Please click on the above solicitation number to access bid documents.	161	4

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Please run the attached ad on September 29, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) rubber tire wheel loader will be opened at 10:30 AM (ET) on October 9, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) Rubber Tire Wheel Loader w/Attachments
 October 9, 2015

Highway Department
 10:30 A.M.

Vendors:	ASC	Stowers	Mid-South	Power
	Construction	Machinery	Equipment	Equipment
	Equipment USA, Inc.	Corporation	Company	Company
	(HC)	(HC)	(HC)	(HC)
Total Bid Price:	\$119,980.00	\$144,121.36	\$146,918.00	\$163,267.00
Make/Model:	SDLG LG938L	Cat 926M	JCB 427 HT	Komatsu WA270-7
Delivery:	30-45 days	30 days	In Stock	30 days
Terms:	Net on receipt of invoice	Net due	Net 30	Net 10 days

Request For Bids:	
Newspaper Ad:	9/29/2015
Vendor Notification:	161
Vendor Response:	4
Budgeted:	Bond Fund



Hamilton County Board of Commissioners RESOLUTION

No. 1115-9

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF SEPTEMBER 1, 2015, THROUGH SEPTEMBER 30, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between September 1, 2015, through September 30, 2015.

September 2, 2015, \$11,547.44 for 7,872 gallons of E10 gasoline at 1.4669 per gallon from Sweetwater Valley Oil Company, Inc.

September 3, 2015, \$11,729.17 for 7,420 gallons of diesel fuel at 1.58075 per gallon from Parman Lubricants.

September 8, 2015, \$11,706.64 for 8,369 gallons of E10 gasoline at 1.39881 per gallon from Jat Oil and Supply, Inc.

September 9, 2015, \$11,767.19 for 7,427 gallons of diesel fuel at 1.58438 per gallon from Parman Lubricants.

September 9, 2015, \$1,439.20 for 800 gallons of regular unleaded gasoline at 1.7990 per gallon from Jat Oil and Supply, Inc..

September 15, 2015, \$10,976.20 for 7,429 gallons of diesel fuel at 1.47748 per gallon from Parman Lubricants.

September 17, 2015, \$1,649.00 for 1,000 gallons of regular unleaded gasoline at 1.6490 per gallon from Jat Oil and Supply, Inc.

September 18, 2015, \$11,973.71 for 8,389 gallons of E10 gasoline at 1.427311 per gallon from Jat Oil and Supply, Inc.

September 28, 2015, \$11,769.80 for 7,901 gallons of E10 gasoline at 1.48966 per gallon from Parman Lubricants.

September 29, 2015, \$12,053.30 for 8,396 gallons of E10 gasoline at 1.4356 per gallon from Pilot Travel Centers, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

Date:	9/2/2015	9/3/2015	9/8/2015	9/9/2015	9/9/2015	9/15/2015	9/17/2015	9/18/2015	9/28/2015	9/29/2015
Location	Sheriff's Sub-Station	White Oak	White Oak	Silverdale	ESNP	Sheriff's Sub-Station	Riverpark	Silverdale	Sheriff's Sub-Station	White Oak

Sweetwater	Gasoline				1.8704		1.8054			
	E-10 Gasoline	1.4669		1.4274				1.4350	1.5339	1.4949
	Diesel		1.6124		1.6149		1.5139			
	Bio Diesel									
Jat Oil	Gasoline				1.7990		1.6490			
	E-10 Gasoline	1.4710		1.39881				1.427311	1.4990	1.4990
	Diesel		1.5860		1.5880		1.4990			
Collins Oil	Bio Diesel									
	Gasoline				1.8590		1.7975			
	E-10 Gasoline	no quote		no quote				1.4330	no quote	1.4780
Mansfield	Diesel		no quote		1.5950		no quote			
	Bio Diesel									
	Gasoline				no quote		no quote			
	E-10 Gasoline	1.4919		1.4250				1.4487	1.5167	1.4777
Rogers Petroleum	Diesel		1.6080		1.5898		1.4991			
	Bio Diesel									
	Gasoline				no quote		no quote			
	E-10 Gasoline	no quote		no quote				no quote	no quote	no quote
Parman	Diesel		no quote		no quote		no quote			
	Bio Diesel									
	Gasoline				no quote		no quote			
	E-10 Gasoline	1.8632		1.4004				1.4321	1.48966	1.4634
Pilot Travel	Diesel		1.58075		1.58438		1.47748			
	Bio Diesel									
	Gasoline				no quote		2.4915			
	E-10 Gasoline	1.4768		1.4193				1.4471	1.5081	1.4356
Lykins Energy	Diesel		1.6059		no quote		1.4900			
	Bio Diesel									
	Gasoline				no quote		no quote			
	E-10 Gasoline	1.4759		1.4132				1.4527	1.5289	1.4792
	Diesel		1.5999		1.5979		1.4926			
	Bio Diesel									

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF SEPTEMBER 1, 2015, THROUGH SEPTEMBER 30, 2015


 Gail B. Roppo
 Director of Purchasing

Unleaded Gasoline	September 2015	YTD
Gallons Purchased	1,800	12,624
Total Cost	\$3,088.20	\$24,801.70
Average Cost/Gallon	\$1.7157	\$1.9646
E-10		
Gallons Purchased	40,927	121,753
Total Cost	\$59,050.89	\$191,851.86
Average Cost/Gallon	\$1.4428	\$1.5757
Diesel		
Gallons Purchased	22,276	67,148
Total Cost	\$34,472.55	\$111,741.93
Average Cost/Gallon	\$1.5475	\$1.6641
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 1115-11

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) LIFEPAK 15 CARDIAC MONITOR/DEFIBRILLATORS AND SUPPLIES AMOUNTING TO \$147,657.88 FROM PHYSIO CONTROL, INC. FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the quotation received for four (4) Lifepak 15 cardiac monitor/ defibrillators and supplies amounting to \$147,657.88 for Emergency Medical Services; and,

WHEREAS, Physio Control, Inc. is the sole source for this product and supplies; and,

WHEREAS, the amount of \$147,657.88 is considered economically fair; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the quotation from Physio Control, Inc. for four (4) Lifepak 15 cardiac monitor/defibrillators and supplies for Emergency Medical Services amounting to \$147,657.88 is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

September 2015

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.

Allan Criss, Vice-President, Americas Sales



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To Eric Ethridge
HAMILTON CTY EMS
2900 RIVERPORT RD
CHATTANOOGA, TN 37406
4234935105
jeetheridge@mail.hamiltontn.gov

Quote Number 00014094
Revision # 1
Created Date 10/20/2015
Sales Consultant Clark Sewell
(615) 403-1828
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30
Expiration Date 1/6/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11130-000061	Standard hard paddles for use w/LIFEPAK 15	4.00	830.50	-107.96	722.54	2,890.16
11140-000015	AC power cord	4.00	77.70	-10.10	67.60	270.40
11140-000052	LP15 REDI-CHARGE Adapter Tray	4.00	198.50	-25.80	172.70	690.80
11141-000115	REDI-CHARGE Base (power cord not included)	4.00	1,470.00	-191.10	1,278.90	5,115.60
11160-000003	NIBP Cuff-Reusable, Child	4.00	24.00	-3.12	20.88	83.52
11160-000005	NIBP Cuff-Reusable, Adult	4.00	30.00	-3.90	26.10	104.40
11160-000007	NIBP Cuff-Reusable, Lg Adult	4.00	33.00	-4.29	28.71	114.84
11160-000009	NIBP Cuff-Reusable X-tra Large Adult	4.00	48.00	-6.24	41.76	167.04
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	4.00	637.00	-82.81	554.19	2,216.76
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	4.00	704.00	-91.52	612.48	2,449.92
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	4.00	54.60	-7.10	47.50	190.00
11260-000039	LIFEPAK 15 Carry case back pouch	4.00	79.20	-10.30	68.90	275.60
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	4.00	309.20	-40.20	269.00	1,076.00
21300-007300	LIFEPAK 15 NIBP Hose, 9' coiled	4.00	58.90	-7.66	51.24	204.96
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	16.00	453.60	-58.97	394.63	6,314.08
50999-000119	Zone3: (51 to 100Mi) or (82 to 161Km)	4.00	200.00	0.00	200.00	800.00
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	4.00	34,960.00	-4,544.80	30,415.20	121,660.80
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	4.00	6,720.00	-1,008.00	5,712.00	22,848.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	4.00	0.00	0.00	-5,000.00	-20,000.00

Subtotal USD 147,472.88

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 185.00

Grand Total USD 147,657.88

Pricing Summary Totals

List Price Total USD 192,996.00

Total Contract Discounts Amount USD -4,032.00

Total Discount	USD -21,491.12
Trade In Discounts	USD -20,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 147,657.88

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

BV/02272101/73351

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Quote Number: 00014094

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



Hamilton County Board of Commissioners RESOLUTION

No. 1115-12

A RESOLUTION ACCEPTING THE BIDS OF CHATTANOOGA PAPER AND PACKAGING, KELSAN, INC., CHATTANOOGA NOLAND COMPANY AND ROLL-AID INDUSTRIAL SUPPLY FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR MAINTENANCE SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for maintenance supplies for the Health Department; and,

WHEREAS, the bids from Chattanooga Paper and Packaging, Kelsan, Inc., Chattanooga Noland Company and Roll-Aid Industrial Supply were the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Chattanooga Paper and Packaging, Kelsan, Inc., Chattanooga Noland Company and Roll-Aid Industrial Supply for contract unit pricing, beginning November 7, 2015, through November 6, 2016, for maintenance supplies for the Chattanooga/Hamilton County Health Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

**SPECIFICATIONS FOR BID # 0915 – 040 (RE-BID)
HAMILTON COUNTY GOVERNMENT
MAINTENANCE SUPPLIES – UNIT PRICING**

It has been brought to our attention that there was an inconsistency in the stated Bid Opening Time for Bid # 0915-025 between the Invitation to Bid cover letter and the actual time as stated in the Legal Advertisement, the Bid System and the Specification document itself. In consideration for this inconsistency and in fairness to all vendors, we have decided to re-bid the items. Be aware, that no vendors were present for the bid opening for original Bid # 0915-025, so that submitted bid prices were not read aloud nor publically disclosed. Therefore, all previously submitted prices remain confidential. No changes other than the bid opening date, time and bid number have been made in the attached specifications. For those vendors who previously bid on these items, please resubmit your bid utilizing the new re-bid number Bid # 0915-040. We apologize for any inconvenience this has caused and thank you for your understanding. We look forward to receiving bids on the Unit Price Contract for Maintenance Supplies for the Health Department.

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12)month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and

- the purpose of this contract is for inventory re-stocking.

Quantities: Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

Samples: Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

Delivery Requirements: Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

Shipping: Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

Payment: Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package (s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

Award of Bid: While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the

bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.

Contract Termination: The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

Completion of the Authorization to Bind Form: Please complete and sign the attached Authorization to Bind form.

Completion of the Attached Bid Pricing Form: Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

Bid Submission Requirements: The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on October 8, 2015 to the Hamilton County Purchasing Director at the address specified below.

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0915-040: Maintenance Supplies from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

QUESTIONS:

Questions concerning product specifications should be direct to Mr. Shawn Harden at 423.209.8290.

Questions concerning bid procedures should be directed to the Purchasing Department, Linda Chumbler at 423.209.6353.

AUTHORIZATION TO BIND

By signing this bid document, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County’s consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

MAINTENANCE ITEMS	HCG Requirements		Bid Pricing Submission					
	Item Description	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Windex Commercial Glass Cleaner, Spray Bottles, 32 ounces each, Item #90139	77 bottles	YES		bottle				
Palmolive Dish Detergent Liquid, general purpose, 25 ounce bottles	90 bottles	YES		bottle				
Jaguar Plastics Commercial Can Liners, 40X46, .90 mil black, 40-45 gallon, 100/case, Item #JAGW4046X	180 cases	YES		case(100 liners)				
Jaguar Plastics Commercial Can Liners, 24X32, .35 mil black, 12-16 gallon, 500/case, Item #JAGL2432L	100 cases	YES		case(500 liners)				
Kimberly Clark Scott Brand White Multi-Fold Towels, 9.2 X 9.4", 4000 towels per case, Item #01804	500 cases	YES		case(4000 towels)				
Hand Soap, Liquid Pink for bathroom dispenser - gallon	100 gallons	No		gallon				
Kimberly Clark Kleenex Brand Soft-Blend Facial Tissue ,125 sheets per box, 48 boxes per case, Item#21601	35 cases	YES		case(6000 tissues)				
Delivery and Pricing Requirements - Check the Appropriate Box								
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>	YES	NO	If No, Provide Optional Delivery Proposal:					
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>								



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier 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. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



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Solicitation - Log

9/28/2015 8:57 AM Eastern

Solicitation Title: Maintenance Supplies (Rebid)
 Number: 0915-040
 Bids Due: 10/08/2015 10:30:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail	Document Detail				
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/28/2015 8:57:50AM	Eastern	Linda Chumbler	0915-040 - Maintenance Supplies (Rebid)	Invitation	Please click on the above solicitation number to access bid specifications for this rebid.	283	0

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Please run the attached ad on September 28, 2015, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for Health Department Maintenance Supplies will be opened at 10:30 AM (ET) on October 8, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Vendors:	Interline Brands Inc. dba Supplyworks	Chattanooga Paper & Packaging (HC)	Kelsan, Inc.	Pyramid School Products	River Valley	Chattanooga Noland Co. (HC)	The Stockroom Supply	Roll-Aid Industrial Supply (HC)	Central Poly Bag Corp
Windex Commercial Glass Cleaner, Spray Bottles, 32 ounces each, Item #90139	\$56.16	\$47.88	\$21.37	\$55.08	\$60.72	\$56.16	\$50.97	\$50.52	N/B
Palmolive Dish Detergent Liquid, general purpose, 25 ounce bottles	\$74.28	\$29.99	\$42.30	\$50.28	\$44.76	\$28.62	\$39.60	\$41.04	N/B
Jaguar Plastics Commercial Can Liners, 40X46, .90 mil black, 40-45 gallon, 100/case, Item #JAGW4046X	\$16.21	\$21.81	N/B	\$24.98	\$25.38	\$27.40	\$23.22	\$24.85	\$11.90
Jaguar Plastics Commercial Can Liners, 24X32, .35 mil black, 12-16 gallon, 500/case, Item #JAGL2432L	\$29.17	\$19.71	N/B	\$20.75	\$21.32	\$23.45	\$19.43	\$17.24	\$13.20
Kimberly Clark Scott Brand White Multi-Fold Towels, 9.2 X 9.4", 4000 towels per case, Item #01804	\$25.20	\$21.24	\$21.33	\$44.98	N/B	\$46.90	\$21.50	\$43.43	\$21.60
Hand Soap, Liquid Pink for bathroom dispenser gallon	\$23.60	\$17.77	\$21.46	\$27.92	\$20.00	\$17.00	\$23.85	\$16.68	N/B
Kimberly Clark Kleenex Brand Soft-Blend Facial Tissue, .125 sheets per box, 48 boxes per case, Item#21601	\$101.64	\$60.00	\$51.19	\$69.98	N/B	\$74.15	\$72.68	\$67.50	N/B

Low bid meeting specs
 Does not meet specs

Request for Bids:	
Newspaper Ad:	9/29/2015
Vendor Notification:	283
Vendor Response:	9
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 1115-13

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTINUATION SUBCONTRACT IN THE AMOUNT OF \$156,000.00 WITH SOUTHSIDE/DODSON AVENUE COMMUNITY HEALTH CENTERS FOR THE PROVISION OF WOMEN, INFANTS AND CHILDREN (WIC) SERVICES FOR A 24 MONTH PERIOD TO INCLUDE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017.

WHEREAS, the overall objective of the Tennessee Department of Health’s and the Chattanooga-Hamilton County Health Department’s Women, Infants and Children (WIC) program is to provide nutrition education and specific nutritious foods to low income women, infants and children who are determined to be income eligible and at nutritional risk; and

WHEREAS, the Chattanooga-Hamilton County Health Department seeks to continue subcontracting with the Southside/Dodson Avenue Community Health Centers for WIC services; and

WHEREAS, this program and services are for the health and well being of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to sign the attached subcontract with the Southside/Dodson Avenue Community Health Centers in order to provide WIC services at the health centers for the period October 1, 2015 to September 30, 2017 in the amount of \$156,000.00.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date

**GRANT CONTRACT
BETWEEN THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND
SOUTHSIDE/DODSON AVENUE COMMUNITY HEALTH CENTERS**

This Grant Contract, by and between the Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Health Department" and Southside/Dodson Avenue Community Health Centers, hereinafter referred to as the "Grantee," is for the provision of Women, Infants, and Children (WIC) services, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. Service Definitions.
- a. "CDC" means the Center for Disease Control of the U.S. Department of Health and Human Services;
 - b. "FNS" means the Food and Nutrition Service of the U.S. Department of Agriculture;
 - c. "Local agency" means the same as "local agency" as defined by 42 U.S.C. § 1786(b)(6). For the purposes of this grant contract, the local agency is the Grantee as named above;
 - d. "State agency" means the same as "state agency" as defined by 42 U.S.C. § 1786(b)(13). Pursuant to Tenn. Code Ann. § 68-1-106(b), the "state agency" in Tennessee is the Tennessee Department of Health;
 - e. "State Plan" means the state agency's most current WIC Program's State Plan of Operation as approved by FNS;
 - f. "QMG" means the most current edition of the Quality Management Guidelines of the state agency;
 - g. "Voter registration laws" means the National Voter Registration Act of 1993, codified as 42 U.S.C. § 1973gg, and Tenn. Code Ann. § 2-2-201, *et seq.*;
 - h. "WIC Program" means the Special Supplemental Nutrition Program for Women, Infants, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786;
- A.3. Service Goals. The WIC Program provides supplemental foods, nutrition education, and breastfeeding promotion to eligible persons to promote good health during critical times of human growth and development. Pursuant to 7 C.F.R. § 246.3, the WIC Program is paid for with Federal money and is administered at the Federal level by FNS, at the state level by the state agency, and at the local level by one of many local agencies.
- A.4. Service Recipients. Service recipients are pregnant, breast-feeding, and postpartum women, infants, and children under five years of age who are found to be within certain income guidelines and who are found to be suffering from nutritional deficiencies.
- A.5. Service Description. The Grantee shall use the grant funds to implement the WIC Program as follows:

- a. Act as the local agency for the WIC Program for service recipients selecting Southside/Dodson Avenue Community Health Center as their provider of WIC Program Services
- b. act in compliance with all Federal and state statutes, regulations, policies, guidelines, plans, and manuals, including but not limited to the Tennessee WIC Rules 1200-15-2-.01 through -.10;
- c. pursuant to the local agency contract requirements of 7 C.F.R. § 246.6:
 - (1) comply with the following:
 - i. the fiscal and operational requirements of the FNS and the state agency prescribed by the State agency pursuant to 7 C.F.R. 246.7, 246.13 and 7 C.F.R. Part 3016;
 - ii. the debarment and suspension requirements of 7 C.F.R. Part 3017, if applicable;
 - iii. the lobbying restrictions of 7 C.F.R. Part 3018;
 - iv. the FNS guidelines and instructions; and
 - v. the requirements to provide on a timely basis to the Health Department all required information regarding fiscal and WIC Program information.
 - (2) have a competent professional authority on the staff of the local agency and the capabilities necessary to perform the certification procedures;
 - (3) make available appropriate health services to participants and inform applicants of the health services which are available;
 - (4) prohibit smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed;
 - (5) have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided by referral;
 - (6) provide nutrition education and breastfeeding promotion services to participants, in compliance with 7 C.F.R. § 246.11 and FNS guidelines and Supplemental Nutrition Programs' State Plan.
 - (7) implement a food delivery system prescribed by the state agency pursuant to 7 C.F.R. § 246.10, 246.12, and approved by FNS;
 - (8) maintain complete, accurate, documented and current accounting of all WIC Program funds received under this Grant Contract and expended pursuant to 7 C.F.R. § 246.14;
 - (9) maintain on file and have available for review, audit, and evaluation all of the criteria used for certification, including information on the area served, income standards used, proof of income, proof of residency, proof of identity, and specific criteria used to determine nutritional risk; and

- (10) not discriminate against persons on the grounds of race, color, national origin, age, sex, or handicap; and compiles data, maintains records and submits reports as required to permit effective enforcement of the non-discrimination laws.
- d. pursuant to additional requirements of the WIC Program,
- (1) schedule appointments for employed adult persons seeking to apply or to re-apply for participation so as to minimize the time these persons are absent from their jobs;
 - (2) coordinate outreach to inform eligible persons of the availability of WIC Program benefits;
 - (3) investigate and enforce as the local agency and assist the Health Department to investigate and enforce the laws prohibiting the embezzlement, theft, willful misapplication, or receipt by fraud of any money, assets or property provided or acquired through WIC Program funding; and
 - (4) acknowledge and agree to be held responsible for any Federal sanctions that occur as a result of actions by the local agency;
- e. pursuant to the eligibility determination requirements,
- (1) determine WIC Program eligibility in accord with 7 C.F.R. § 246.7, Tennessee WIC Rule 1200-15-2, the state agency WIC Manual, the State Plan, and other memoranda as issued by the state agency; and
 - (2) use only competent professional authority employed by the local agency to determine WIC Program eligibility.
- f. pursuant to the management of human resources,
- (1) maintain records of personnel and time spent on WIC Program activity or equivalent records in compliance with OMB Circular A-87 and the State Plan;
 - (2) assure that all employees of the local agency who are paid by the local agency with money from this contract – including but not limited to the nutritionists– meet the minimum requirements of the most current version of the state agency's personnel job specifications for each relevant job title found at www.tennessee.gov/dohr/;
 - (3) inform the Health Department of all personnel changes and transactions involving the employees who are paid with money from this contract; and
 - (4) make all personnel records available as needed by the Health Department or state agency for auditing purposes.
- g. pursuant to the evaluation and monitoring requirements,
- (1) comply with the evaluation and monitoring requirements of 7 C.F.R. § 246.19;
 - (2) collect hematological and anthropometric measurements to determine whether the WIC Program improves the health of its participants, in accordance with instructions from the CDC and guidance documents from the health department. CDC guidance is found on-line: www.cdc.gov/nccdphp/dnpao/index.html.

- h. pursuant to the voter registration laws,
 - (1) offer every qualified person seeking public assistance an opportunity to register to vote whereas
 - i. "public assistance" includes the WIC Program; and
 - ii. "qualified person" is every citizen aged 18 years or more and every citizen who will attain the age of 18 years prior to the next election;
 - (2) offer the opportunity to register to vote each time a qualified person seeks enrollment in or re-certification for the WIC Program and each time a qualified person changes the address associated with obtaining WIC Program benefits;
 - (3) use forms approved by the health department to record in writing each application to register to vote and each declination to register to vote. Substitution of unapproved forms is strictly prohibited;
 - (4) act in compliance with the voter registration laws; and
 - (5) ensure actual delivery of a completed voter registration form to the relevant County Election Commission or other appropriate body within ten days of receiving a completed application; however, if the local agency receives the completed application within five (5) days of the last date for registration to vote in an election, then the local agency must ensure actual delivery to the relevant County Election Commission or other appropriate body within five (5) days; and
- i. pursuant to the Healthy, Hunger-Free Kids Act of 2010, codified as 42 U.S.C. § 1760(b)(2), the local agency shall make full use of the Federal money received through this contract to implement the WIC Program and exclude this Federal money from any budget restriction or limitation, including but not limited to, hiring freezes, work furloughs, and travel restrictions.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period of twenty-four months beginning October 1, 2015, and ending on September 30, 2017. The Grantee hereby acknowledges and affirms that the Health Department shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Fifty Six Thousand Dollars (\$156,000.00).
- C.2. Compensation Firm. The maximum liability of the health department is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary allowable costs, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

- C.4. Invoice Requirements. The Grantee shall invoice the Health Department monthly, with all necessary supporting documentation, and present such to:

Paula Britton, Accounting Manager
 Chattanooga-Hamilton County Health Department
 921 East 3rd Street
 Chattanooga, Tennessee, 37403

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grantor: Chattanooga-Hamilton County Health Department
 - (5) Grantee Name.
 - (6) Grantee Remittance Address.
 - (7) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (8) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - a. The amount requested by line-item
 - b. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Line-Item Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Health Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the Health Department State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The Health Department will not deem such Grantee costs to be allowable and reimbursable by the Health Department unless, at the sole discretion of the Health Department, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.5. Allowable Costs. Expenditures, reimbursements, and payments under this Grant Contract shall be limited to those specified in the Line Item Budget for said Grant Contract. Any increase in the total maximum liability under the Grant Contract shall require an amendment of this Grant Contract.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within sixty (60)-days of the Grant Contract end date and in form and substance acceptable to the Health Department

- a. If total disbursements by the Health Department pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms, and conditions of this Grant Contract, the Grantee shall refund the difference to the Health Department. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Health Department shall not be responsible for the payment of any invoice submitted to the Health Department after the grant disbursement reconciliation report. The Health Department will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Health Department, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Health Department as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Health Department pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of the Tennessee Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.8. Payment of Invoice. A payment by the Health Department shall not prejudice the Health Department's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Health Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.9. Unallowable Costs. Costs other than those specified in the approved Line Item Budget are considered unallowable cost under the Grant Contract. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the Health Department, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.10. Deductions. The Health Department reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the Health Department any amounts, which are or shall become due and payable to the Health Department by the Grantee.
- C.11. Prerequisite Documentation. The Grantee shall not invoice the Health Department under this Grant Contract until the Health Department has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the Health Department a "W-9 Form". The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's
 - b. Line Item Budget approval from Health Department.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Health Department is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials.
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations.
- D.3. Termination for Convenience. The Health Department or Grantee may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract. The party terminating the Grant Contract for convenience shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Health Department be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the Health Department is liable, shall be determined by the Health Department. Should the Health Department exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the Health Department shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the Health Department of Tennessee or Chattanooga-Hamilton County Health Department as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee Health Department constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the Health Department, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE HEALTH DEPARTMENT COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include: "This project is funded under an agreement with the Health Department of Tennessee." Any such notices by the Grantee shall be approved by the Health Department.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, Health Department, and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Health Department, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury, and found at [http://www.comptroller1.Health Department.tn.us/ma/finreptmanual.asp](http://www.comptroller1.Health%20Department.tn.us/ma/finreptmanual.asp). The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury, and found at [http://www.comptroller1.Health Department.tn.us/ma/citymanual.asp](http://www.comptroller1.Health%20Department.tn.us/ma/citymanual.asp) and in accordance with GFOA's publication, *Governmental Accounting, Auditing, and Financial Reporting*.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Health Department, the Comptroller of the Treasury, or their duly appointed representatives.

- D.14. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- D.15. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.16. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.17. Health Department Liability. The Health Department shall have no liability except as specifically provided in this Grant Contract.
- D.18. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.19. Tennessee Health Department and Federal Compliance. The Grantee shall comply with all applicable Tennessee Health Department and federal laws and regulations in the performance of this Grant Contract.
- D.20. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the Health Department of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the Health Department of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the Health Department of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Health Department:

Becky Barnes, Administrator
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403
Email Address: BeckyB@mail.HamiltonTN.gov
Telephone # (423) 209-8000
FAX # (423) 209-8001

The Grantee:

Joe Winick, Interim Director
Southside/Dodson Ave. Community Health Centers
975 East 3rd Street
Chattanooga, Tennessee 37403
Email Address: joe.winick@erlanger.org
Telephone # (423) 778-8088
Fax # (423) 778-2868

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of Health Department funds appropriated by the state for the WIC Program. In the event that the funds are not appropriated or are otherwise unavailable, the Health Department reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the Health Department. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Health Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment (defined as a single item over \$5,000) acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Records established under this contract are considered to be that of the Health Department's. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable Health Department and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Health Department or acquired by the Grantee on behalf of the Health Department shall be regarded as confidential information in accordance with the provisions of applicable Health Department and federal law, Health Department and federal rules and regulations, Health Department policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable Health Department and federal law, Health Department and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the Health Department to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the Health Department's information; or, disclosed by the Health Department to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or Health Department law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Health Department or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

Notwithstanding the foregoing, the Health Department agrees and acknowledges that the Grantee is a Tennessee Governmental entity subject to the Tennessee Public Records Act (the "Act"). Grantee's obligations under this Grant Contract shall be interpreted consistently with the provisions of the Act, whenever applicable. Nothing in this Grant Contract shall be construed as requiring the Grantee to take any action or maintain any confidentiality in violation of said Act and compliance therewith shall not be deemed to be a breach of any of the provisions of this Agreement, unless the Act is superseded by federal law.

- E.7. HIPAA Compliance. The Health Department and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the Health Department that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. The Grantee warrants that it will cooperate with the Health Department, including cooperation and coordination with Health Department privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.

- E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. Health Department Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Health Department WIC Program or Health Department for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the Health Department in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the Health Department for the residual value of the property at the time of loss.
- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.11. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or Health Department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, Health Department, or local) transaction or grant under a public transaction; violation of federal or Health Department antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Health Departments, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, Health Department, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, Health Department, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the Health Department if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

HEALTH DEPARTMENT OFFICIAL SIGNATURE

DATE

BECKY BARNES, ADMINISTRATOR

PRINTED NAME AND TITLE OF HEALTH DEPARTMENT SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

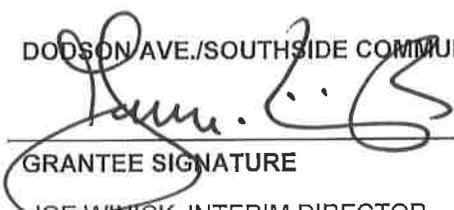
DODSON AVE./SOUTHSIDE COMMUNITY HEALTH CENTERS

GRANTEE SIGNATURE

DATE

JOE WINICK, INTERIM DIRECTOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



10/12/15.



Hamilton County Board of Commissioners RESOLUTION

No. 1115-14

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND THE HAMILTON COUNTY COALITION FOR SERVICES TO PREVENT THE INITIATION OF TOBACCO PRODUCT USE AND ELECTRONIC NICOTINE DELIVERY SYSTEM (ENDS) USE AMONG YOUTH USING ALREADY BUDGETED FUNDS FROM THE STATE DEPARTMENT OF HEALTH'S TOBACCO SETTLEMENT GRANT IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR THE PERIOD ENDING DECEMBER 31, 2016.

WHEREAS, the Tennessee Department of Health awarded Tobacco Settlement funds to the Health Services Division of Hamilton County, Tennessee, as reported in Resolution No. 515-27, for the purpose of eliminating pregnancy smoking, reducing second and third hand smoke exposure to children, and for the prevention of the initiation of smoking and Electronic Nicotine Delivery System (ENDS) use by youth; and

WHEREAS, in seeking to address the latter of the required use of the state funds noted above, the Chattanooga-Hamilton County Health Department, due to limited staff resources and upon the advice of State Department of Health officials, has identified a local resource that will identify and create an inventory of local tobacco and ENDS retailers, establish a base-line of compliance with laws governing the sale of these products to youth, and increase tobacco and ENDS use prevention education and retailer compliance; and

WHEREAS, the Chattanooga-Hamilton County Health Department seeks a contractual arrangement with the Hamilton County Coalition to increase the prevention of the use of tobacco products and Electronic Nicotine Delivery System products by youth for an amount not to exceed \$25,000.00, for the period ending December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the County Mayor be authorized to execute a contract between the Health Services Division, Hamilton County, Tennessee and the Hamilton County Coalition for the period ending December 31, 2016 for an amount not to exceed \$25,000.00 which is already budgeted and included in the revenue and expense budget for the Health Services Division.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date



TOBACCO PREVENTION PROJECT

Education, Awareness & Compliance

Camilla Bibbs

Hamilton County Coalition
Tobacco Prevention Project Proposal

Contact: Camilla Bibbs-Lee, Executive Director

Phone: 423-305-1449 Fax: 423-305-1437 Email: cnbibbs@aol.com Website: www.hccoalition.org

Agency Summary: The Hamilton County Coalition (HCC) is pleased to submit the Tobacco Prevention Project proposal for your review. If awarded, the Hamilton County Coalition staff will implement evidence based tobacco prevention strategies that will facilitate positive community level change in Chattanooga and Hamilton County, Tennessee.

Since its inception in 2005, the Hamilton County Coalition (formerly recognized as the M.L. King Weed & Seed) has operated as a community change agent. In 2008, the Coalition was formally established as a 501 © 3 nonprofit organization. Our service delivery area includes all municipalities in Hamilton County region, and the Region 3 South network (which includes the surrounding southeast counties). Our mission is to facilitate community level change through evidence based environmental prevention and community collaborations that include intervention/ prevention strategies, community policing & safety strategies, & neighborhood revitalization strategies.

In order to effect comprehensive and sustainable community level change, the HCC utilized the SAMHSA's public health approach to prevention and community change known as the Strategic Prevention Framework (SPF) to develop the Tobacco Prevention Project proposed in this document. The SPF fundamentals involve several crucial continuous phases: Community Assessment, Coalition Capacity, Planning, Implementation and Evaluation (*Attachment 1*). During the Planning Phase of the Tobacco Prevention Project, the HC Coalition utilized SAMHSA's "*Seven Prevention Strategies for effective Community Change*" to include: (*Attachment 2*).

1. Provide Information
2. Enhance Skills
3. Provide Support
4. Enhance or Reduce Access & Barriers
5. Change Consequences
6. Change Physical Environment
7. Modify/ Change Policy

Each of these elements are addressed in the Tobacco Prevention Project Implementation Plan. The evidence-based environmental strategies will increase retailer compliance, reduce social acceptance and access to minors, and increase tobacco prevention through awareness and resilience among youth, teens, and families in Chattanooga and Hamilton County.

Coalition Capacity: The Hamilton County Coalition is the only organization (governmental or non-governmental) in Chattanooga or Hamilton County identified as providing evidence based environmental prevention strategies by a certified state prevention specialist. The Coalition's capacity to affect change relies heavily on a diverse, multi-disciplinary membership and collaboration that includes students, parents, grandparents, community leaders, law enforcement officers, state and local government workers, intervention/ prevention specialist, clergy, school officials, university professors, merchants, and healthcare professionals (*Attachment 3*).

Hamilton County Coalition Tobacco Prevention Project Proposal

The Hamilton County Coalition is also comprised of the Youth Empowerment Society (YES) which is our youth council that helps guide and implement the prevention activities. The teen members participate in a four week training conducted by experts in the field of alcohol, illicit drugs, tobacco and Rx drug prevention. In turn, the YES teens provide awareness, education and outreach support to elementary school and middle school youth. Our members and partner agencies are dedicated to improving the quality of life for youth and families by facilitating safe, healthy tobacco free communities!

The Hamilton County Coalition staff received recognition from the Community Anti-Drug Coalition Across America's for achievement during the 2009 National Coalition Academy. Both the Coalition Director and Board members graduated from the year- long training focused on evidence based prevention strategies and community level change. In addition, Camilla Bibbs-Lee, Director, is certified by the Tennessee Certification Board as a Prevention Specialist II. (See attachment 8)

Project Need (Community Assessment): Electronic Nicotine Delivery Systems (ENDS) product use among teens and adults has soared in Hamilton County. According to the 2015 Monitoring the Future Report, electronic cigarette use among teens has surpassed traditional cigarette use (16% e-cig vs. 6% traditional cig use). Within the last two years, thirty five Vapor retailers or "Vape" shops have quietly moved into almost every neighborhood in Hamilton County. Also, four hookah lounges have situated themselves in trendy neighborhoods and are becoming a part of the social scene among young adults. Even though the use of new products has surpassed traditional tobacco use, tobacco distributors have expanded their retail audience. In addition to the 223 grocery and convenience stores already selling tobacco products, tobacco's reach has the potential to include 58 liquor stores in Hamilton County. New regulations under the Tennessee Wine and Grocery store Law have allowed Liquor stores to sell tobacco products after July 2014. Currently, E-cig and hookah markets are operating with minimal regulations. Even when violations are identified, the penalty to the retailer is minor (ranging from a letter of reprimand to a \$500 fine). Tobacco, e-cig and hookah markets have increased their span and profit margins exponentially across Hamilton County. In order to keep youth and teen's tobacco and nicotine free, the retailers must be educated on their responsibilities as a seller of tobacco and ENDS products. The tobacco and ENDS retailers must also be made aware of the expectations of the community at large not to sell tobacco and ENDS products to minors (education and sticker campaign). Also Tobacco and ENDS retailers must also be held accountable when they are not in compliance with regulations (increase compliance observations). *The Tobacco Prevention Project will increase Prevention by reducing youth access, and increasing retailer/ vendor education and enforcement.* (See implementation plan attached).

According to the 2013 Partnership for Success Survey, too many High school students are making unhealthy and dangerous decisions. More than 30% admit to using some type of tobacco or electronic nicotine delivery system (ENDS) product. Almost 40% feel that it is easy to gain access to tobacco or nicotine products. Of the teens who attempt to purchase these products, almost 25% are successful at purchasing ENDS or tobacco products. Research has long substantiated that the use of tobacco products is the gateway to use of more additive (and illicit) substances. However, if the onset of substance use is delayed among youth and teens, then the probability that they will become addicted to any substance as an adult decreases significantly. Young people, who are engaged in meaningful activities and positive relationships have an increased likelihood of resisting substance use and abuse. Tobacco and electronic nicotine delivery system companies have developed new products that have decreased product identification and sensory detection (i.e.: seeing smoke, smelling tobacco, etc.), which has contributed to the increased popularity among teens and young adults. *The Tobacco*

Hamilton County Coalition
Tobacco Prevention Project Proposal

Prevention Project will increase Prevention by reducing the social acceptance, and by increasing awareness and education among 12-25 year olds (and caregivers).

Project Request: The Hamilton County Coalition is requesting \$9,000 to initiate the Tobacco Prevention Project in Hamilton County, Tennessee. The goal of the project is to increase tobacco prevention through increased awareness, education and retailer compliance.

Phase 1 Prevention through Education & Awareness: The first phase of the project will be implemented from Nov/Dec 2015 – March 2015. The Project will increase prevention of Tobacco and Electronic Nicotine Delivery System (ENDS) products by increasing retailer education among clerks and store owners and prevention awareness among youth and parents/ caregivers. The education materials will include the Tennessee Tobacco Retailer Education Guide, Electronic Nicotine Delivery System (ENDS) summary sheet, ENDS (No Sale if under 18) decal, and letter describing the contents of the education packet (attachment)

Phase 2: Prevention through Education, Awareness & Retailer Compliance: The second phase of the Tobacco Prevention Project will be initiated in April 2016 (estimated \$10,000 - \$15,000). Phase 2 will incorporate both the Coalition effort and the Community effort to ensure that tobacco and ENDS retailers are following state laws and regulations indicated in the Tennessee Tobacco Retailer Education Guide. In addition to activities conducted in Phase one, phase two will add retailer compliance activities that will prevent youth retail access to Tobacco and ENDS products by implementing the following:

- Conducting tobacco and ENDS retailer compliance observations utilizing the FDA Tobacco Retailer Potential Violation form – (See attachment 9)
- Documenting potential tobacco retailer law violations on an excel spread sheet (identifying the store, owner, street address and zip code), completing the tobacco assessment forms (attachment)
- Reporting potential tobacco and ENDS retailer violations on the Coalition website by parents and caregivers (information disseminated at neighborhood meetings, community events, school activities, etc.)
- Submitting potential retailer violations to the Department of Agriculture, Food and Drug Administration and the Tobacco Settlement staff.
- Notifying the tobacco / ENDS retailer of the potential tobacco violation by postcard (if tobacco/ ENDS violation is observed) or “thank you” for being a responsible retailer postcard (if no potential violations were observed).

Progress will be reported on a monthly basis (the 30th of each month) and prior to the submission of the monthly reimbursement invoice (5th of the following month).

Project Objectives:

1. By 12/15/2015, the HCC will complete the initial steps towards addressing tobacco and ENDS prevention by identifying all registered tobacco and ENDS retailers and lounges in Hamilton County. (Retailer Spread sheet used for base line data in objective 2)
2. By 03/15/2016, the HCC will increase awareness of the harmful health effects of tobacco and ENDS use through the “Tobacco & ENDS Retailer Education Campaign” to 90% of hookah lounges, vapor retailers and liquor stores (who sell tobacco products) identified in the spreadsheet registry.

Hamilton County Coalition
Tobacco Prevention Project Proposal

3. By 03/15/2016, the HCC staff and consultants (see implementation plan) will increase Tobacco and ENDS prevention by conducting 50 tobacco and electronic nicotine devices system product assessments (to gauge the types of nicotine products sold in stores, placement of products, advertisement of products and price of products). *The assessments will be randomly conducted in all municipalities in Hamilton County where products are sold. Findings reported to HC Health Dept. 12/20/2015.*
4. By 12/01/2015, Hamilton County Coalition's YES participants will increase awareness of the dangers of tobacco and ENDS use among 300 elementary and middle school aged youth participating in after school programs. (pre and post survey evaluation)
5. By 03/01/2016, Prevention Consultants and YES participants will increase awareness (of the dangers of all nicotine products and the dangers of 2nd and 3rd hand smoke) and reporting of potential tobacco and ENDS retailer violations among parents and caregivers at 15 community, school, faith based and/ or neighborhood meetings and outreach activities (baseline website reporting data established. Comparison of reporting evaluated in phase 2).
6. By 12/15/2016, HCC will increase prevention by conducting Tobacco and ENDS retailer observations and submitting potential retailer violations to the FDA, Department of Agriculture (regulatory authorities), and the Tobacco Settlement staff.
7. By 12/30/2016, increase tobacco & ENDS retailer compliance (of the total non-compliant retailers reported by HCC consultants or reported on HCC website) by 25% as evidenced by reduction of non-compliant retailer observations community reports at neighborhood meetings and website reporting.

Outcomes and Evaluation

The process indicators on the implementation plan will be reported monthly/ quarterly as identified in the plan. The tobacco and ENDS retailers information will be saved on an excel spreadsheet to establish baseline data for comparison analysis and evaluation to determine the reduction in potential tobacco and ENDS retailer violations. Pre and post survey data will be evaluated when YES teens conduct awareness sessions.

1. By 12/15/2015, the HCC will complete the initial steps towards addressing tobacco and ENDS prevention by identifying all registered tobacco and ENDS retailers and lounges in Hamilton County and create an ENDS sticker. ***Evaluation Plan: Develop spread sheet to establish base data for comparison analysis of ENDS and tobacco retailers. By December 20th 2015, review list to determine if there have been any changes to the list.***
2. By 03/15/2016, the HCC will increase awareness of the harmful health effects of tobacco and ENDS use by educating retailers utilizing the "Tobacco Retailer Education Guide and ENDS Summary Briefs and sticker Prevention Campaign" as evidenced by an 85% increase in knowledge reported by clerks at hookah lounges, vapor stores and liquor stores (who sell tobacco products) identified in the spreadsheet registry. ***Evaluation Plan: Survey of all clerks and owners who receive Tobacco and ENDS education materials to determine if they have an increased understanding of the tobacco and ENDS retailer regulations. Brief Survey will be conducted after the education brief provided by the prevention consultant. The clerk responses will be entered into Survey Monkey and analyzed to determine increase/ decrease in knowledge.***
3. By 03/15/2015, the HCC staff and consultants (see implementation plan) will increase Tobacco and ENDS prevention by conducting 50 tobacco and electronic nicotine devices system retailer

Hamilton County Coalition
Tobacco Prevention Project Proposal

assessments to improve retailer practices in 80% of the establishments. *The assessments will be conducted in one rural and one urban community of Hamilton County where products are sold. Findings reported to HC Health Dept. 12/20/2015. Evaluation Plan: Analyze Point of sale and tobacco marketing using 'Tobacco & ENDS Store Assessment Form' to identify possible risk factors that promote youth initiation and continued use of tobacco and nicotine products. (See attachment 10). Health Department staff will utilize mapping to identify other risk factors.*

4. By 12/01/2015, Hamilton County Coalition's YES participants will increase Tobacco and ENDS product prevention by increasing awareness of the dangers of tobacco and ENDS use among 300 elementary and middle school aged youth participating in after school programs. **Evaluation Plan: Analysis of pre and post survey evaluation to determine change in participants' knowledge about the dangers of tobacco use and ENDS use.**
5. By 03/01/2016, Prevention Consultants and YES participants will increase prevention awareness (of the dangers of all nicotine products and the dangers of 2nd and 3rd hand smoke) and increase community reporting of potential tobacco and ENDS retailer violations among adults (parents and caregivers) at 15 community, school, faith based and/ or neighborhood meetings and outreach activities by 20%. **Evaluation Plan: Identify base line data prior to intervention (3 reports per month) and compare increase/decrease in website reporting monthly to determine change in community reporting of potential tobacco violations.**
6. By 12/15/2016, HCC will increase prevention by conducting 50 Tobacco and ENDS retailer observations and submitting potential retailer violations to the FDA, Department of Agriculture (regulatory authorities), and the Tobacco Settlement staff. **Phase 2. Evaluation Plan: Identify & compare tobacco and ENDS retailers who were compliant and non-compliance during observations to determine if the assessed risk factors contributed to noncompliance.**
7. By 12/30/2016, increase tobacco & ENDS retailer compliance (of the total non-compliant retailers reported by HCC consultants or reported on HCC website) by 25% as evidenced by reduction of non-compliant retailer observations community reports at neighborhood meetings and website reporting. **Evaluation Plan: Utilize comparison analysis to determine change in tobacco and ENDS retailer compliance.**

All data, reports and work products will be forwarded to the Health Department staff for review and approval.

For your review, please find the following attached:

Proposed implementation plan & Budget

- Attachment 1: Strategic Prevention Framework
- Attachment 2: 7 Effective Strategies for Community Change
- Attachment 3: Multidisciplinary Prevention Membership
- Attachment 4: Logic Model
- Attachment 5: Sample community scan post card
- Attachment 6: Sample tobacco letter
- Attachment 7: Retailer education log
- Attachment 8: Certified Prevention Specialist II certificate
- Attachment 9: FDA Tobacco Retailer Potential Violation form
- Attachment 10: Tobacco & ENDS Store Assessment form

TOBACCO PREVENTION IMPLEMENTATION PLAN & EXPECTED COSTS

The Implementation Plan Worksheet will assist in collecting process indicators that will provide a continuous record of the inputs (i.e., resources, costs) and work accomplished (amount and quality) in implementing the planned activities for each component of the Eight Strategies to Affect Community Change. The information provided in each activity table will assist implementation as well as determining whether the coalition is accomplishing what has been planned. Without successful implementation, outcomes cannot be attributed to the program. Feedback on implementation performance is welcomed

Strategies to Affect Community Change: Intervention Implementation Plan for intervening variables in the logic model.

Intervening Variable:	<u>Retail Access Electronic Nicotine Delivery Systems (Vapor & E-Cigarette Retail, Hookah Lounges, etc.) & Traditional Cigarette “hot spots”</u>
Local Contributing Factors:	<u>1. Of the estimated 3900 youth who attempt to purchase cigarettes daily, approximately 24% are successful (American Lung Association, 2013).</u>
	<u>2. 27% of Hamilton County tobacco retailers (in comparison to 15.1% TN) failed tobacco compliance checks. (Tobacco Enforcement, 2014)</u>

Hamilton County Coalition
Tobacco Prevention Project Proposal

1. Policy, Practice, or Procedure Change

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
<p>1. Implement tobacco and electronic cigarette community compliance observations to improve retailer/vendor practices with tobacco regulations and tax revenue laws when selling traditional tobacco and electronic nicotine delivery system products. ** Record Observations of nicotine sales and reports generated from the community, survey vendors/ retailers to determine if information provided changed policy & procedures.</p>	<p>1. Create spreadsheet for the following: # of traditional tobacco retailers #of Vapor shops # of hookah lounges #of ENDS retailers at flea markets, community events, etc. in Hamilton County</p> <p>2. Assess the point of sale and marketing risk factors that influence minors to smoke tobacco and ENDS products. Record risk factors and discuss with clerk/ store owner.</p> <p>3 Implement retailer education and Sticker campaign. Distribute printed materials to retailers.</p> <p>4. # of new practices instituted by retailers/ vendors aimed at reducing tobacco use among youth by survey.</p>	<p>Nov 2015</p>	<p><i>Monthly</i> To take place during tobacco compliance observations</p>	<p>Coalition staff, Tobacco compliance consultant, Retailers/ vendors</p>	<p>Tobacco education materials, Cigarette Tax information, Number of tobacco and e-cig retailers in Hamilton County, Information on e-cig products being sold at flea markets and community events. Pre/post retailer assessment and Survey info.</p>	<p>\$2,000</p>

Hamilton County Coalition
Tobacco Prevention Project Proposal

2. Providing Information

Implementation Activities	Process Indicator(s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Utilize the Youth Empowerment Society to serve as the core for Tobacco Prevention to reduce Tobacco & ENDS use among youth and young adults through social media, and at afterschool programs and community events.	# of meetings held/attended # of attendees # of meetings or focus groups targeted at youthful audiences. # media communications	Nov 2015	<i>Quarterly</i>	YES teens, Coalition staff , Outreach Consultants, Tobacco Free Chattanooga, County Health Department, and youth leaders/ volunteers	Prevention materials, supplies, website and social network, printing, as well as media resources.	\$2,500

3. Building Skills

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Coordinate retailer education /workshops for community associations, partners & local vendors (as requested) on tobacco compliance, including laws, vendor requirements, and violation consequences from the Dept. of Agriculture, Dept. of Revenue, etc.) to increase community understanding and retailer compliance.	# of vendors/ retailers and community members trained # of training events # of information items distributed	Nov 2015	<i>quarterly</i>	Coalition staff and Training consultants	Presenter, meeting location; presentation equipment (projector, etc.); refreshments; handouts; retailer education books.	1,500

Hamilton County Coalition
Tobacco Prevention Project Proposal

4. Providing Support

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Provide tobacco and ends prevention resources to support to parents and youth at school and community events. (i.e. cessation class information, Red line/crisis information, etc)	# of informational items distributed to school resource officers - <i>Collection and evaluation of</i> information of school-related violation data # of informational items distributed to teens and parents at community events # of events attended	Nov 2015	<i>Quarterly</i>	Youth Empowerment Society participants, SROs, CADAS, STARS, ATOD, E-Team, Bradford Health,	Local High School Participation, Prevention materials, redline information, cessation class, information, office supplies	\$1500

Hamilton County Coalition
Tobacco Prevention Project Proposal

5. Increase Barriers/Reduce Access

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Report potential tobacco retail violations to reduce youth access to tobacco & electronic nicotine delivery system products, as well as increase vendor compliance to local regulations and laws governing access and sales.	# of locations checked # of potential violators reported to regulatory agencies (local, state and federal) #referred to the state Dept. of Revenue # of “You May Be in Violation” and “Thank You for Keeping our Youth Safe and Smoke Free” post cards distributed to vendors who were in compliance at the time of the check and potentially non-compliance # Of citations issued by local state or federal authorities.	Mar 2016	<i>Quarterly</i>	Local law enforcement, ATOD, Dept. of Agriculture, Outreach, Compliance check participants, Coalition staff,, and Website consultant	Compliance check consultants Compliance check assistants to help with the buy. Post cards to mail out to retailers/ vendors. Internet to submit the potential violation documentation	n/a. phase 2 begins in 03/2016

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6. Reduce Barriers/Increase Access

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Increase access to prevention resources and tobacco-free/ ENDS free events and activities by providing information at youth related events, town hall meetings and other community events.	# of events attended # of informational items distributed # of youth attending events	Nov 2015	<i>Quarterly</i>	Coalition staff and consultants, Neighborhood associations, Youth Coalition, and Law enforcement	prevention material, community/family event schedules, website hosting, printed materials	\$500

7. Changing Incentives/Consequences

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Identify and post ENDS and tobacco vendor violations on the Coalition webpage and on social media to increase the informal consequences of non-compliance.	# Of media outlets (news print, billboards, etc.)	March 2016	<i>Collected monthly, reported Quarterly</i>	Coalition staff, community leaders and volunteers, neighborhood groups, web-based consultants	Website resources, media resources, human resources, and technical support.	N/A, starts 03/2016

Hamilton County Coalition
Tobacco Prevention Project Proposal

8. Changing the Physical Design of the Environment

Implementation Activities	Process Indicator (s)	Start Date	Periodicity (Daily; Weekly; Monthly; Quarterly)	Who is responsible	Resource(s) Needed	Expected Total Cost
1. Manipulate physical design of retail stores and lounges by displaying prevention materials and mobile prevention signs (sandwich board and magnetic signs) where youth and young adults frequent	# Sticker campaign- decals placed in store fronts #of mobile signs strategically placed # of magnetic vehicle signs distributed in the community	Nov 2015	<i>Quarterly</i>	Coalition consultants and community groups	Technical support, Human resources, Prevention awareness materials, signs, and volunteers	\$1,000

Total Cost Requested = \$9,000

Phase 1

***Phase 2 (Estimated Cost \$10,000-\$15,000)**



Hamilton County Board of Commissioners RESOLUTION

No. 1115-15

A RESOLUTION RE-DESIGNATING RANDALL L. RUSSELL AS CHIEF JUDICIAL COMMISSIONER FOR A TERM BEGINNING NOVEMBER 1, 2015, AND ENDING APRIL 30, 2016; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED.

WHEREAS, in 1999 this County legislative body established the position of Judicial Commissioners to assist the General Sessions Court of Hamilton County, Tennessee, for a set term of office and at an established salary for each; and

WHEREAS, it is the decision of this County legislative body that Randall L. Russell continue in his designated position of Chief Judicial Commissioner with such duties and responsibilities as delineated in the Professional Employment Agreement(s) hereto attached.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Randall L. Russell is hereby designated and re-appointed as Chief Judicial Commissioner with the duties of administering and coordinating all activities and scheduling of the Judicial Commissioners (as delineated in the attached Professional Employment Agreement), and shall receive additional compensation in the amount of Five Thousand Dollars (\$5,000.00) per year.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 4, 2015

Date