

# Hamilton County Board of County Commissioners

## AGENDA

April 02, 2014

### ROLL CALL

INVOCATION - Commissioner Beck

PLEDGE TO THE FLAG - Commissioner Beck

- Minutes March 12, 2014 - Recessed Meeting
- Minutes March 12, 2014 - Agenda Session
- Minutes March 19, 2014 Regular Meeting
- Res. No. 414-1 A Resolution to approve and accept applications for notary public positions.
- Report February 2014 - Trustee Monthly Report
- Report February 2014 - Trustee Excess Fee Report
- Report Criminal Court Clerk Report - February 2014
- Report Hixson Utility District - Board Appointment - David Norton
- Report Eastside Utility District - Order of Reappointment - Paul Parker
- Res. No. 414-2 A Resolution authorizing the County Mayor to enter into, and execute, a grant between the State of Tennessee, Department of Human Services and the Hamilton County Juvenile Court Title IV-D Child Support Division.
- Res. No. 414-3 A Resolution to authorize the Chattanooga-Hamilton County Regional Planning Agency to prepare an update to the comprehensive plan and develop an integrated land development and infrastructure planning framework to guide countywide land use planning documents and provide policy and code recommendations.
- Res. No. 414-4 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of February 1, 2014, through February 28, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 414-5 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the fiscal year 2014 - 2015 contract period, in an amount not to exceed \$256,400 to provide home visits in accordance with the Department of Health's Children's Special Services (CSS) program guidelines.
- Res. No. 414-6 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 sign an amendment contract with the Tennessee Department of Health in the amount of \$122,252 to provide Health Care Safety Net Primary Care services to uninsured adults in Hamilton County at the Homeless Health Care Center for the time period July 1, 2013 through June 30, 2014 and to increase the revenue budget by \$32,872.
- Res. No. 414-7 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Bella Pointe Drive. (1)
- Res. No. 414-8 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Argyle Court. (7)
- Res. No. 414-9 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district roads and to establish speed limits therefore: Blazing Star Court, and an extension of Trout Lily Drive. (9)
- Res. No. 414-10 A Resolution accepting the bid of Sherwin Williams Company for one (1) year contract pricing, beginning May 1, 2014, through April 30, 2015, for waterborne highway traffic paint and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 414-11 Resolution No. 414-11 not used.

- Res. No. 414-12 A Resolution to authorize the County Mayor to enter into and execute an agreement with Artech Design Group, Inc. for preliminary architectural design services for the Dallas Bay Firehall No. 2 addition for an amount not to exceed \$31,940.00.
- Res. No. 414-13 A Resolution to authorize the County Mayor to enter into and execute an agreement with Michael Brady, Inc. for preliminary architectural design services for the new Sale Creek Firehall Headquarters for an amount not to exceed \$48,182.00.
- Res. No. 414-14 A Resolution to authorize the County Mayor to enter into and execute an agreement with Hefferlin + Kronenberg Architects, for preliminary architectural design services for the new Tri-Community Firehall #3 for an amount not to exceed \$40,538.00.
- Res. No. 414-15 A Resolution authorizing the County Mayor to submit an application to the Tennessee Department of Environment and Conservation for a \$460,000 grant, which includes a required matching contribution not to exceed \$230,000, to fund the development of equestrian trails at Enterprise South Nature Park.
- Res. No. 414-16 A Resolution re-appointing two (2) Judicial Commissioners for a one (1) year term, commencing May 1, 2014 ,and expiring April 30, 2015; designating a Chief Judicial Commissioner; and establishing the compensation to be received by each during their respective term(s) In office.
- Res. No. 414-17 A Resolution to confirm the appointments by the County Mayor of Albert C. Kiser as Administrator of Finance and Lee Brouner as Assistant Administrator of Finance, respectively, effective April 1, 2014.
- Res. No. 414-18 A Resolution authorizing the County Mayor, along with the Hamilton County Juvenile Court, to recognize April as National Child Abuse Prevention Month.

## 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 COMMISSION  
MARCH 12, 2014**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            March 12, 2014

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of March, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. 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.

Commissioner Mackey welcomed Pastor Mark Harwood, Flat Top Independent Church, who gave the invocation. Commissioner Mackey led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MARCH 12, 2014**

**PRESENTATION – CERTIFICATE OF CONGRATULATIONS – HIXSON HIGH  
SCHOOL WRESTLING TEAM**

Commissioner Haynes presented Certificates of Appreciation to members of the Hixson High School Wildcats Wrestling Team for recently winning the 2014 A-AA TSSAA State Wrestling Championship. He welcomed Coach Garrick Hall and Athletic Director Brian Bray and congratulated them on their accomplishments.

Mayor Coppinger emphasized the good behavior and togetherness the team had and wished them success on every future endeavor.

Coach Hall expressed his appreciation to members of the Commission on behalf of the team for today's recognition.

Members of the Commission personally congratulated and shook hands with members of the team at this time.

Chairman Skillern stated that the Commission as a Committee of the Whole would consider Resolution No. 314-25. He noted the Commission would take action at next Wednesday's regular meeting.

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MARCH 12, 2014**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 314-25**

Chamber of Commerce representative Steve Hiatt spoke regarding a (PILOT) agreement in lieu of ad valorem taxes request by Coca-Cola Bottling Company United, Inc. He reported that Coca-Cola was contemplating acquisition of property for the construction of a distribution facility and certain other real property improvements. It was reported to be a \$62,000,000 investment and would create 43 new full-time jobs, while retaining the 270 current jobs. The average salary before benefits would be \$45,000.

Mr. Hiatt noted that the property was located at the former Olan Mills facility on Shepherd Road. He stated that bottling operations would remain at the current facility location on Amnicola Highway, and that various administrative staff would be located at the new location.

Commissioner Beck, Chairman Skillern, and other members of the Commission welcomed Chattanooga Coca-Cola Division Vice President Darren Hodges, Attorney Alfred E Smith, and Compliance Director Rusty Rouse, who were in attendance. Members of the Commission and Mayor Coppinger expressed their appreciation to Coca-Cola for choosing Hamilton County for this expansion.

Upon questioning by Commissioner Boyd, Mr. Hodges responded that it was their plan for distribution trucks to exit the facility onto Shepherd Road and access

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
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Highway 153. He reported that the Tennessee Department of Transportation (TDOT) had agreed to add sidewalks and widen the two-lane Shepherd Road Bridge spanning Highway 153. The project is to make it easier for the company trucks, and provide better safety for pedestrians. He stated that TDOT will probably begin construction in November.

Mayor Coppinger thanked Mr. Hodges, Mr. Rouse, and other representatives at Coca-Cola for their professionalism and patience throughout the previous months spent working on this agreement, as well as their commitment to the community throughout the years. Chairman Skillern indicated the Committee would be recommending unanimous approval, and representatives did not need to return for next Wednesday's vote on the matter.

Mr. Hodges thanked the Commission on behalf of Chattanooga Coca-Cola for their support.

**PRESENTATION – HAMILTON COUNTY BOARD OF EDUCATION – SCHOOL SUPERINTENDENT RICK SMITH**

School Superintendent Rick Smith addressed the Commission to discuss a Hamilton County Board of Education meeting on Thursday, February 20<sup>th</sup>. At that meeting, the School Board had approved a list of school building projects. He provided

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HAMILTON COUNTY COMMISSION  
MARCH 12, 2014**

an overview of each of the proposed projects, which were approved in no particular order. These included combining Ganns Middle Valley Elementary/Falling Water Elementary, an addition to Wolftever Creek Elementary, a replacement building for Chattanooga School for the Liberal Arts (CSLA), an addition to Nolan Elementary, an addition at Sale Creek Middle/High School, and a new Middle School building at East Hamilton Middle/High School.

Superintendent Smith reported that the School Board's Facilities Committee had met on Thursday, February 27 to review this list of projects. After the conclusion of that session, Superintendent Smith discussed the projects with Mayor Coppinger.

Mayor Coppinger stated that there was not enough funding currently available for all six projects. He reported that from a finance perspective, his staff was prepared to make a recommendation to the Commission regarding what they felt was the best method of spending the available money on these projects. He emphasized the importance of moving forward in order for some of these projects to advance. It was his suggestion that a Resolution be brought before the Commission at next week's meeting regarding this matter.

Chairman Skillern stated that he did not recall a time during his service on the School Board or County Commission when as many as six school building projects had been recommended at once. He noted that in order to fund all projects at the same

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MARCH 12, 2014**

time, a property tax increase would likely be necessary, which he felt was out of the question. He stated that perhaps working on one or sometimes two projects at a time would be possible without a tax increase.

Commissioner Boyd requested additional information concerning what the Commission would be considering at next week's meeting. Mayor Coppinger responded that he would be meeting with each Commissioner individually to discuss three projects he felt would be the highest priority.

Commissioner Mackey questioned whether the new buildings would be titled in the name of Hamilton County or the Department of Education. Chairman Skillern responded that school facilities throughout the county had been titled various ways in the past, including joint-ownership from both entities.

Commissioner Mackey suggested that a set procedure for title ownership of school facilities may be beneficial for the future. Chairman Skillern stated his belief that voting on that matter when the funding was appropriated would be the proper time.

Commissioner Mackey requested that additional data be provided to the Commission reflecting student growth trends and building capacity figures. Superintendent Smith indicated that he would make this information available to the Commission.

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Commissioner Beck shared a desire to receive more information regarding the amount of funding spent on schools in his district and whether or not the distribution had been equitable.

Commissioner Graham asked if it was necessary for the Commission to act on this matter next week. He stated it may be beneficial to have more time in order to speak with constituents from the community as well as School Board members and gather more information. He also expressed that it would be useful for the School Board to draft a plan for becoming more energy efficient in its other facilities that were not on this list.

Commissioner Mackey questioned whether the Department of Education had ever been sued for adverse facility conditions, such as mold, in any of its schools. Superintendent Smith indicated they had not, to his knowledge.

Chairman Skillern pointed out that members would likely not be ready to take action in one week but should begin the process of sharing their thoughts with Mayor Coppinger to get a process started as quickly as possible.

There being no further business, Chairman Skillern declared the meeting adjourned.

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MARCH 12, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 12, 2014**

**STATE OF TENNESSEE**            )  
**COUNTY OF HAMILTON**        )

Agenda Preparation Session  
March 12, 2014

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of March, 2014, an Agenda Preparation Session 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. 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.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 12, 2014**

**COMMITTEE ASSIGNMENTS**

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

- Resolution No. 314-15 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- A Juvenile Court Clerk Report would be submitted as a matter of record.
- A Debt Obligation Report would be submitted for the record.
- Resolutions No. 314-16 through 314-22 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 314-23 was to be heard by a Committee of the Whole.
- Resolutions No. 314-24 was assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 314-25 was heard by a Committee of the Whole during today's Recessed Meeting.
- Resolution No. 314-26 was assigned to the Health, Human Services, and Personnel Committee, chaired by Commissioner Boyd.
- Resolution No. 314-27 was assigned to the Finance Committee, chaired by Commissioner Graham.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 314-23**

Chairman Skillern asked whether there was any discussion regarding Resolution No. 314-23, which would authorize payment of \$48,000 in settlement of a claim against Hamilton County and the Sheriff's Office as brought by the heir-of-law of Jason Matthew Logan. There was no discussion at this time.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 12, 2014**

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Chairman Skillern reported that each member of the Commission should have received a letter from a citizen who wished to bring an item before the Commission to place on the agenda. Chairman Skillern noted that agenda items could only be added by the Commission Chairman or County Mayor. He asked whether any member of the Commission desired to add an item to the agenda at this time. There were none.

Chairman Skillern asked that Attorney Taylor conduct an in depth legal study of this matter and report back to the Commission. Attorney Taylor indicated he would.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Haynes announced that the Security and Corrections Committee would meet this morning to discuss the two Judicial Commissioners whose terms were up for reappointment.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 12, 2014**

Commissioner Graham thanked those who attended a Lookout Valley forum last week. This forum was held in order for constituents in the district to ask questions and hear from various political candidates. He stated the event had been well attended. He reported that another forum would be held on April 3<sup>rd</sup> to hear from other candidates.

**DELEGATIONS**

Chairman Skillern asked for delegations on matters other than zoning.

Jill Riley addressed the Commission on behalf of a group in attendance from Ganns Middle Valley Elementary School. She provided details regarding various safety and maintenance issues at the school's current facility, which she stated was 77 years old. She encouraged the Commission to give strong consideration to these issues during their decision to select upcoming school projects.

Commissioners Mackey and Graham indicated their agreement that the facility had not been well-maintained over the years. Each pointed out the wonderful job the faculty and staff at Ganns Middle Valley Elementary did on a daily basis.

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AGENDA PREPARATION SESSION  
MARCH 12, 2014**

Commissioner Haynes welcomed another group in attendance for today's meeting. He introduced Bonny Gravitte, a former teacher at Ganns Middle Valley. He noted that Ms. Gravitte's impact on the students there was greatly appreciated.

Ms. Gravitte informed the Commission that she had attended Ganns Middle Valley Elementary as a first grade student in 1941. She gave a brief summary of her years of involvement at the school, including teacher, coach, and secretary. She indicated her belief that that community would benefit greatly from a new school.

Chairman Skillern spoke regarding the growth in student population over the years. He noted that portable units had been used in the past to accommodate school growth. Because of their high maintenance and utility costs, he felt they were not a good way to deal with future growth. He stated that new school constructions were much more energy efficient and would generate savings to the County over time.

Being no further business, Chairman Skillern declared the meeting adjourned.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 12, 2014**

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 19, 2014**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            March 19, 2014

**BE IT REMEMBERED**, that on this 19<sup>th</sup> day of March, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. 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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Pastor Bruce Sloan, Ridgeview Baptist Church, gave the invocation. Commissioner Mackey led in the pledge to the flag.

**PRESENTATION – CERTIFICATE OF CONGRATULATIONS – CHARLOTTE VLASIS**

Commissioner Boyd presented a Certificate of Congratulations to Chattanooga School for the Liberal Arts (CSLA) librarian Charlotte Vlasis. Ms. Vlasis was recently recognized as one of ten 2013 “I Love My Librarian” award recipients. Commissioner Boyd stated that 1,100 applications had been submitted for this prestigious national citation.

Ms. Vlasis expressed her appreciation to the Commission for receiving today’s recognition. She encouraged the Commission to continue to strongly support library programs through the Hamilton County school system. She was personally congratulated and shook hands with members of the Commission and Mayor Coppinger at this time.

Commissioner Boyd informed the Commission that all Hamilton County students took an Explorer test last fall, which is an 8<sup>th</sup> grade practice ACT test. He stated that CSLA Explorer test scores were the fastest growing in the county.

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School Principal Krystal Scarborough welcomed a group of 8<sup>th</sup> grade CSLA students in attendance. This group of students gave a brief overview of the Explorer tests, noting that CSLA's test scores were well above the national average and continued to increase for the second year in a row.

Commissioner Boyd presented each student in attendance with a commemorative bookmark.

**PRESENTATION – SHERIFF'S DEPARTMENT ANNUAL REPORT**

Sheriff Jim Hammond distributed a copy of the fourth Annual Sheriff's Department Report to members of the Commission, Mayor Coppinger, and the Clerk's office. He noted that this was the first report to have been delivered since receiving the CALEA accreditation (Commission on Accreditation for Law Enforcement Agencies). He pointed out that Hamilton County was one of only five Sheriff's Offices in the State to have received this accreditation.

Sheriff Hammond also emphasized it was because of the CALEA accreditation that the Sheriff's Office was awarded a grant by the Department of Justice for eight additional School Resource Officers (SROs).

**HAMILTON COUNTY COMMISSION  
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He also requested that the Commission give future consideration to the age of the County Jail as highlighted by various Grand Jury reports. He agreed that the age of the current facility would be an issue the County would have to deal with in the future. He provided additional details regarding the annual report.

Chairman Skillern responded that the County had provided more than the matching funds from the grant for SROs. He stated that this \$1,400,000 in funding had been used to provide cars, other needed equipment, and salaries.

Commissioner Mackey welcomed the Reverend Mitch McClure, former Commissioner, who was in attendance for today's meeting.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Henry, seconded by Commissioner Fields, that the minutes of the Recessed Meeting of February 26, 2014, the Agenda Preparation Session of February 26, 2014, and the Regular Meeting of March 5, 2014, 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry,

**HAMILTON COUNTY COMMISSION  
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“Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9.  
Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 314-15 A RESOLUTION TO APPROVE AND ACCEPT  
APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY  
SHERIFF.**

Chairman Skillern asked for a motion.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 314-15. 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 Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**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 March 10, 2014.

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REGULAR MEETING  
MARCH 19, 2014**

**JUVENILE COURT CLERK REPORT**

The Juvenile Court Clerk reports for the months of December 2013 and January 2014 were submitted and made a matter of record.

**REPORT ON DEBT OBLIGATION**

The Report on Debt Obligation was submitted and made a matter of record of this meeting.

Chairman Skillern asked that Resolutions No. 314-16 and 314-17 be considered together at this time.

**RESOLUTION NO. 314-16 A RESOLUTION FOR THE MOWBRAY VOLUNTEER FIRE DEPARTMENT TO SELL A 1986 FORD ECONOLINE 250 VAN WHICH IS CO-TITLED WITH THE HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 314-17 A RESOLUTION ACCEPTING THE BID OF SOUTHEAST FLOORS, LLC FOR CARPET AND INSTALLATION AMOUNTING TO \$26,821.00**

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**FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY  
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS  
RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 314-16 and 314-17 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 314-16 and 314-17. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 314-18 through 314-21 be considered together at this time.

**RESOLUTION NO. 314-18 A RESOLUTION AUTHORIZING THE COUNTY MAYOR  
ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES  
DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 19, 2014**

**DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$278,600 TO PROVIDE CHILDHOOD IMMUNIZATION SERVICES IN HAMILTON COUNTY, FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014.**

**RESOLUTION NO. 314-19 A RESOLUTION AUTHORIZING THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, TO ADJUST CHARGES FOR CLINICAL VISITS, PROCEDURES, PHARMACEUTICALS, TESTS AND LABORATORY SERVICES UP TO THE PREVAILING MAXIMUM REIMBURSABLE INSURANCE RATE.**

**RESOLUTION NO. 314-20 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 AN AMENDMENT CONTRACT FOR \$542,900 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF BIOTERRORISM PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2013 - JUNE 30, 2014 AND AMENDING THE 2013/2014 BUDGET BY INCREASING REVENUES BY \$26,600 AND EXPENSES BY \$12,681.**

**HAMILTON COUNTY COMMISSION  
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**RESOLUTION NO. 314-21 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 CONTRACT WITH DENTAQUEST USA INSURANCE COMPANY FOR THE PROVISION OF DENTAL SERVICES TO COVERKIDS MEMBERS EFFECTIVE APRIL 1, 2014.**

Commissioner Graham provided details regarding Resolutions No. 314-18 through 314-21 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolutions No. 314-18 through 314-21. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 314-22 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH TERRACON FOR**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MARCH 19, 2014**

**GEOENVIRONMENTAL TESTING AND INSPECTION SERVICES NECESSARY FOR  
CONSTRUCTION OF THE NEW EAST BRAINERD ELEMENTARY SCHOOL FOR AN  
AMOUNT NOT TO EXCEED \$250,000.00 OF PREVIOUSLY BUDGETED FUNDS.**

Commissioner Graham provided details regarding Resolution No. 314-22 and stated that the Finance Committee reviewed and recommended approval.

Chairman Skillern pointed out that the funding source for this Resolution and others related to East Brainerd Elementary was the County's line of credit, rather than through a bond issue. He stated that the bonds had not yet been sold for this school.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 314-22. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 314-23 A RESOLUTION AUTHORIZING THE PAYMENT OF  
FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00) IN SETTLEMENT OF A CLAIM**

**HAMILTON COUNTY COMMISSION  
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MARCH 19, 2014**

**AGAINST HAMILTON COUNTY AND THE HAMILTON COUNTY SHERIFF'S OFFICE  
AS BROUGHT BY THE HEIR-OF-LAW OF JASON MATTHEW LOGAN FOR HIS  
DEATH WHILE IN CUSTODY AT THE HAMILTON COUNTY JAIL.**

Chairman Skillern reported that this Resolution had been heard by a Committee of the Whole.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 314-23. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 314-24 and 314-25 be considered together at this time.

**RESOLUTION NO. 314-24 A RESOLUTION ACCEPTING THE PERMIT  
AGREEMENT FOR THE OCCUPANCY AND USE OF PREMISES FOR BLIND**

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**OPERATED VENDING FACILITIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 314-25 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE COCA COLA BOTTLING COMPANY UNITED, INC. PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

Commissioner Graham provided details regarding Resolutions No. 314-24 and 314-25. He stated that the Finance Committee reviewed and recommended approval of Resolution No. 314-24. He noted that Resolution No. 314-25 had been considered by a Committee of the Whole at last week's meeting, and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolutions No. 314-24 and 314-25. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry,

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“Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9.  
Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 314-26 A RESOLUTION APPROVING AN AMENDMENT TO THE  
HAMILTON COUNTY EMPLOYEE HANDBOOK.**

Commissioner Graham provided details regarding Resolution No. 314-26 and stated that the Health and Human Services Committee reviewed and recommended approval. This Resolution would amend the Employee Handbook Section 512 regarding smoking, tobacco, non-tobacco, and e-cigarettes.

Human Resources Director Alecia Poe provided additional information concerning this Resolution.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Graham, to adopt Resolution No. 314-26. 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 Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

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**RESOLUTION NO. 314-27 A RESOLUTION TO FORMALIZE THE ALLOCATION OF  
THE INCREASE IN PAYMENTS IN LIEU OF TAXES IN THE AMOUNT OF \$1,180,695  
YEARLY RECEIVED FROM THE TENNESSEE VALLEY AUTHORITY (TVA)  
CONCERNING THE PURCHASE OF THEIR PROPERTY IN CHATTANOOGA.**

Commissioner Graham provided details regarding Resolution No. 314-27 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 314-27. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**DISCUSSION RE: SCHOOL BUILDING PROJECTS**

Chairman Skillern reported that to his knowledge, each Commissioner had received a list of the County Mayor's recommendations for funding of school building

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projects. He stated that the Board of Education had originally submitted a list to the Commission of recommendations for school facility replacements or additions. He recognized School Superintendent Rick Smith, Assistant Superintendent Gary Waters, various members of the School Board, and a large group from the community who were in attendance for today's discussion.

Chairman Skillern stated that he was prepared to vote today on the list of projects recommended by the Mayor. He felt the information obtained through hours of conversation with the Mayor and Superintendent Smith was adequate for him to feel comfortable making a decision. However, he voiced agreement with requests from several Commissioners to defer a vote for one week in order to provide additional time to study the recommendation. He announced that action on the Resolution would be considered in a recessed meeting Wednesday, March 26.

Mayor Coppinger provided details regarding the process for how his list of recommendations had been collected, including School Board meetings, public discussion, and input from the County Finance Department. He stated that of the six projects recommended by the School Board, it was his recommendation that four of the projects be done. These included a replacement school for Ganns Middle Valley Elementary and Falling Water Elementary, an addition at Nolan Elementary, an addition at Sale Creek Middle/High, and an addition at Wolftever Elementary. He stated that the estimated total of these four projects would be \$48,000,000.

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Upon request by Commissioner Mackey, Mayor Coppinger provided details regarding the method used to fund these projects.

The Mayor stated to fund the four school projects the County's line of credit would be utilized without increasing property tax. He emphasized that county fund balance would not be used, and stressed the importance of the County maintaining their triple AAA bond rating by keeping a healthy reserve. He stated the reserve enabled county government to realize millions of dollars in interest savings to the point of allowing these four projects to become possible.

Commissioner Haynes stated that after several public meetings and conversations with Superintendent Smith and School Board member Greg Martin, he felt prepared to make a motion to move forward with the Mayor's recommendations, in the form of a Resolution which had been distributed to members of the Commission.

Clerk Knowles stated that the Resolution will be assigned Number 314-28, and suggested the Resolution caption be read into the record. Chairman Skillern directed it be read at this time.

**RESOLUTION NO. 314-28 A RESOLUTION ACCEPTING THE  
RECOMMENDATIONS OF THE HAMILTON COUNTY BOARD OF EDUCATION AS**

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**TO THE CERTAIN EDUCATIONAL FACILITIES, AND DESIGNATING THOSE  
FACILITIES APPROVED FOR CONSTRUCTION, RENOVATION, AND/OR  
ADDITIONS AS FUNDING SHALL BE APPROPRIATED BY THIS COUNTY  
LEGISLATIVE BODY.**

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 314-28. The motion was not voted on at this time.

Chairman Skillern stated there were still several Commissioners wishing to speak on this matter. He asked that any motions be considered after discussion had concluded.

Commissioners Graham and Boyd expressed a desire to vote on this matter at a Recessed Meeting next week, in order to further study the matter and have an opportunity to hear from constituents in their districts.

Commissioner Boyd also shared a belief that it would be beneficial to allocate a larger amount of funding to school projects in order to catch up with the needs of the school system. He indicated he would be a proponent of doubling the amount of funding to \$100,000,000 in order to achieve this.

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Commissioner Fields commended Mayor Coppinger and his staff for finding a way to work on these four projects using available funds and without having to propose a tax increase.

Commissioner Mackey asked whether the potential needs of the school system had preceded actual needs such as maintenance and repair costs. He stated a desire that the School Board give strong consideration to repair needs and excess capacity in existing schools.

Chairman Skillern responded that these projects were some of the greatest needs in the county.

Commissioner Graham asked that the Commission be provided with a total number of portable units currently used by the school system. Superintendent Smith indicated he would research this matter and report to the Commission.

Commissioner Henry stated he would prefer to study the square footage per pupil for these facilities more before the vote.

Upon suggestion by Chairman Skillern, Commissioner Haynes indicated his agreement with recessing today's meeting and reconsidering this issue on Wednesday, March 26 in order to collect more information.

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**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to defer Resolution No. 314-28 until a March 26, 2014 Recessed Meeting. 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 Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Haynes, Chairman of the Securities and Corrections Committee, spoke regarding the Judicial Commissioner appointment process. He reported that it was the Committee’s recommendation that Randy Russell and Sharetta Smith, whose contracts expire on April 30<sup>th</sup> 2014, be reappointed for another one-year term. He clarified that this reappointment would be followed in lieu of the interview process conducted for previous appointments. He added that a vote to appoint a Chief Judicial Commissioner would also be considered as part of this reappointment.

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Chairman Skillern stated that it was his understanding that these two individuals had done an excellent job during their service and would be agreeable to extending their term.

Members of the Commission spoke regarding today's school building projects discussion. They expressed their appreciation to the community group in attendance for their involvement and feedback in the matter. Each emphasized the importance of community participation.

Commissioner Graham announced that Saturday, March 22 would be opening day for little league baseball at Lookout Valley and other areas throughout the community. He encouraged parents and family to get involved by volunteering for this rewarding opportunity.

Commissioner Graham announced that the Lookout Valley Neighborhood Association is holding a District 6 Candidates Forum at the John A. Patten Center Auditorium on Thursday, April 3, 2014 at 7 pm.

Commissioner Boyd spoke regarding the non-profit organization First Things First and their "Dad's Make a Difference" project. He reported that he had used a portion of his discretionary funds to co-sponsor this cause which has proven successful in helping convicted individuals become productive workers.

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**DELEGATIONS**

Chairman Skillern asked for delegations on matters other than zoning.

Catherine White, a resident at 956 Brynwood Drive, addressed the Commission to discuss the posting of historical documents in the Courthouse. She noted that she had spoken before the Commission 12 years previous to discuss the same topic. Ms. White cited TCA 5-7-115, approved by the Tennessee Legislature, which she stated provides county governments authority to display historic documents. She stated that these documents included, but were not limited to the Ten Commandments, the Magna Carta, the Mayflower Compact, the Declaration of Independence, and several others.

Ms. White made several statements regarding the current state of government and the need for change. She also requested that the Commission give consideration to adopting a Resolution permitting the posting of these historical documents in the Courthouse. She stated that she had drafted a Resolution for their consideration.

Ms. White responded to questions from Commissioners. Chairman Skillern indicated that this was not an appropriate forum for the issues raised by Ms. White, who is presently a candidate for public office. He asked Attorney Taylor to review the legality of the request and report back to the Commission.

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Greg Laudeman, a resident at 1100 Tamerack Trail, addressed the Commission as a representative of the parents of CSLA student. He spoke regarding today's school building projects discussion. He stated a belief that investing in a new building for CSLA was the best investment for the County's current needs. He indicated that CSLA was a high-performing school serving the entire community. He believed that a new facility would encourage economic development and capital investment throughout the County.

Rick Carpenter, a resident at 3119 Chicalilly Avenue, who had previously addressed the Commission relating to a problem with WWTA, approached the podium to discuss the board appointments made by the County Commission. He asked whether the Commission had the authority to remove appointees from serving on a board.

Chairman Skillern responded it was his understanding that the Commission could remove a board appointee with a super-majority of six votes of support. He suggested that any questions concerning matter relating to the WWTA be brought before their board.

Mr. Carpenter also asked whether the County was in compliance with the Coinage Act of 1965. Chairman Skillern directed Attorney Taylor to research this matter and report back.

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There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, March 26, 2014 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials



# Hamilton County Board of Commissioners RESOLUTION

No. 414-1

## A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

**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

**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 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 PASSAGE**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 2, 2014

Date

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Mary S. Alverson	688 South Crest Road Chattanooga, TN 37404 423-710-5894	Lorraine Raymond, Attny. 3335 Ringgold Road Chattanooga, TN 37412 423-240-7715
Renita F. Archey	1964 Weston Hills Dr., N.W. Cleveland, TN 37312 423-715-7058	Volkswagen Chattanooga 8001 Volkswagen Drive Chattanooga, TN 37416 423-582-5405
Theresa T. Bailey	8220 Iris Road Chattanooga, TN 37421 423-321-2312	InfoSystems, Inc. 1317 Hickory Valley Road Chattanooga, TN 37421 423-624-6551
Nemat Bandarrigi	307 Stonewood Drive Hixson, TN 37343 423-715-5381	Tennessee Lottery 2020 Gunbarrel Road Chattanooga, TN 37421 423-785-6039
Jeannie Boleman	141 Larry Drive Ringgold, GA 30736 423-255-0742	Federal Courthouse 900 Georgia Ave., Rm. 309 Chattanooga, TN 37402 423-752-5200
Deborah J. Boyd	1300 Fernwood Drive Lafayette, GA 30728 423-826-1960	Vision Hospitality Group 2034 Hamilton Pl. Blvd., Ste. 200 Chattanooga, TN 37421 423-892-1010
Kimberly R. Bryant	1103A Timesville Road Signal Mtn., TN 37377 423-718-6275	First Tennessee Bank 2001 E. 23rd. Street Chattanooga, TN 37404 423-493-2000
Rosonia Burton	PO BOX 2621 Chattanooga, TN 37409 423-867-8659	Chattanooga State Community College 4501 Amnicola Highway Chattanooga, TN 37406 423-697-2441
Holly Carver	4457 Harrison Pike McDonald, TN 37353 423-316-0051	Dynatronics 6607 Mountain View Road Ooltewah, TN 37363 423-238-7900
Candy B. Castleberry	6414 Creek Road Wildwood, GA 30757 423-313-1667	Edward Jones Investments 7953 E. Brainerd Road Chattanooga, TN 37421 423-899-0792

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Jason Caywood	825 Runyan Drive, Apt. D24 Chattanooga, TN 37405 423-834-5100	Summit View Same Same 423-875-6723
Patricia A. Cisco	6920 Barchel Circle Harrison, TN 37341 423-344-3523	N/A N/A N/A N/A
Mary Therese Collins	1480 Leighton Drive Soddy Daisy, TN 37379 423-451-7456	K.C. Motor Company 6021 Dayton Blvd. Chattanooga, TN 37415 423-591-1207
Nora E. Collins	2432 Corral Road Signal Mountain, TN 37377 423-902-9820	Baker Donelson 633 Chestnut Street Chattanooga, TN 37450 423-209-4242
Rebecca Cotton	2105 Peerless Road Cleveland, TN 37311 678-756-0238	Johnson, Hickey & Murchison 651 E. Fourth St., Ste. 200 Chattanooga, TN 37311 423-756-0052
Tammy Creswell	6400 Camdendown Lane Hixson, TN 37343 423-842-5290	Volkert, Inc. 1428 Chestnut St., Ste. C Chattanooga, TN 37402 423-842-3335
Sara Deal	9701 Shoreline Heights Drive Soddy Daisy, TN 37379 423-843-0968	John Phillips 1210 Premier Drive, Ste. 145 Chattanooga, TN 37421 423-855-8925
Helen S. Downey	7093 Gore Subligna Road Summerville, GA 30747 706-397-8251	Grant, Konvalinka & Harrison, P.C. 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
Pamela S. Dratnol	7401 Flagstone Drive Ooltewah, TN 37363 423-238-9760	Grace Baptist Church 7815 Shallowford Road Chattanooga, TN 37421 423-892-4869
Tiffany Eberhardt	844 Darryl Lane Chattanooga, TN 37412 423-883-3182	Chambliss, Bahner & Stophel, P.C. 605 Chestnut Street, Ste. 1700 Chattanooga, TN 37450 423-321-0461

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME

RESIDENCE

BUSINESS

Jennifer B. Finch

8190 Stillwater Circle  
Ooltewah, TN 37363  
423-238-5977

Moses Powersports, LLC  
5331 Hwy 58  
Chattanooga, TN 37416  
423-508-8120

Chandler Fryar

138 Dower Road  
Chattanooga, TN 37419  
423-821-8224

Raccon Mtn. Caverns & Campground  
319 West Hills Drive  
Chattanooga, TN 37419  
423-821-2283

Cheryl Gannon

6427 Waconda Point Road  
Harrison, TN 37341  
423-266-9474

Pro-Coat, Inc.  
519 East 10th Street  
Chattanooga, TN 37403  
423-266-9474

Deanna Vercher Gates

1330 Britt Lauren Way  
Soddy Daisy, TN 37379  
423-842-3681

Southern Champion Tray, L.P.  
220 Compress Street  
Chattanooga, TN 37405  
423-756-5121

Rita R. Graham

9328 Branford Drive  
Soddy Daisy, TN 37379  
423-842-4994

Insurity Group  
6148 Lee Hwy, #206  
Chattanooga, TN 37421  
423-424-3188

Anh T. Greuter

8000 Woodstone Drive  
Hixson, TN 37343  
423-400-4320

Self-Employed  
Same  
Same  
423-843-0248

Theresa Gribben

1205 Manassas Drive  
Hixson, TN 37343  
423-842-2228

Southern Express Financial Group  
147 North Market Street  
Chattanooga, TN 37405  
423-648-0370

Ann Reid Guild

4501 Summit Avenue  
Chattanooga, TN 37415  
423-227-0794

CapitalMark Bank & Trust  
801 Broad Street  
Chattanooga, TN 37402  
423-756-7878

Chris Harris

400A McFarland Avenue  
Rossville, GA 30741  
423-315-4612

C & K Motors  
3806 Wilcox Blvd.  
Chattanooga, TN 37411  
423-710-2670

Kay Harris

400A McFarland Avenue  
Rossville, GA 30741  
423-315-8065

C & K Motors  
3806 Wilcox Blvd.  
Chattanooga, TN 37411  
423-710-2670

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Debra Headden	9237 Hwy. 58 Harrison, TN 37341 423-313-5645	Legacy Real Estate & Develop., LLC 9453 Bradmore Lane, Ste. 201 Ooltewah, TN 37363 423-531-7754
Lisa D. Henry	P.O. Box 624 Hixson, TN 37343 423-554-4247	Memorial Credit Union 6800 Longview Road Chattanooga, TN 37421 423-855-1770
Sherri L. Herman	5623 Crooked Creek Drive Ooltewah, TN 37363 423-505-3759	Northwest Georgia Bank 319 Manufacturers Road Chattanooga, TN 37405 423-757-4610
Elizabeth Hickman	8405 West Parkway Soddy Daisy, TN 37379 423-364-4801	Paul's New & Used Auto Parts 8372 Dayton Pike Soddy Daisy, TN 37379 423-842-0787
Tammy Highers	7411 Greenwood Road Harrison, TN 37341 423-991-2191	Stellar Therapy Services, LLC P.O. Box 8114 Chattanooga, TN 37414 423-622-1551
D. Hill	2040 Dallas Lake Road Soddy Daisy, TN 37379 423-582-1035	Retired N/A N/A N/A
A. L. Hilton	2415 Hunt Heights Drive Soddy Daisy, TN 37379 423-842-3831	A-Affordable Fence 7601 Hixson Pike Hixson, TN 37343 423-842-7554
Jeffrey C. Holley	3111 Somerset Court, S.E. Cleveland, TN 37323 423-479-1117	T.V.F.C.U. 715 Market Street Chattanooga, TN 37402 423-634-3505
Squoia Holmes	5458 Oakdale Avenue East Ridge, TN 37412 423-400-2796	U.T.C. 615 McCallie Ave. #109 Race Hall Chattanooga, TN 37403 423-425-2178
Lynda Minks Hood	813 Creek Drive Chattanooga, TN 37415 423-877-4270	Chattanooga Bar Association 801 Broad St., Ste. 420 Chattanooga, TN 37402 423-602-9429

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Yolanda F. Johnson	1741 Ganasita Trail Chattanooga, TN 37406 423-544-6492	Bank of America 3620 Tennessee Avenue Chattanooga, TN 37409 423-752-1225
Brandon L. Jones	1509 Southernwood Drive Chattanooga, TN 37421 N/A	Self-Employed Same Same 423-309-5188
Marchetta Jones	5919 Chandler Hill Road Ooltewah, Tn 37363 423-605-3734	Unum 1 Fountain Square Chattanooga, TN 37402 423-294-6099
George Judzewitsch	715 N. Peppersorn Lane Rossville, GA 30741 423-883-4105	Diamond Home Builders 5811 Lee Hwy., Ste. 405 Chattanooga, TN 37421 423-805-4663
Leigh Ann Kimbrough	7233 Tyner Road Chattanooga, TN 37421 423-499-1973	Center for Sports Medicine & Ortho. 2415 McCallie Avenue Chattanooga, TN 37404 423-697-8729
Joy Kirk	35 Jackson Way Ft. Oglethorpe, GA 30742 706-861-3135	Diagnostic Center 2205 McCallie Avenue Chattanooga, TN 37404 423-697-6105
Angela C. Larkins	6301 Forest Park Drive Signal Mountain, TN 37377 423-648-6622	Self-Employed 701 Cherokee Blvd., Ste. 155 Chattanooga, TN 37405 423-648-6622
Donna Lightfoot	1124 Clearbrook Court Ft. Oglethorpe, GA 30742 423-785-7328	Pomerance Eye Center. P.C. 1801 Gunbarrel Road Chattanooga, TN 37421 N/A
Vicky Kay Lockmiller	8020 Plaxco Drive Chattanooga, TN 37421 423-892-1559	Eagle Mechanical, LLC 1500 East 40th Street Chattanooga, TN 37407 423-867-7427
Sharon Long	8102 Aytes Lane Hixson, TN 37343 423-902-2875	Inter Sign Corp. 2156 Amnicola Hwy. Chattanooga, TN 37406 423-697-6357

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 2, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Patricia A. Lockett	8414 Jay Trent Ct. Ooltewah, TN 37363 423-718-0151	Mesa Associates, Inc. 629 Market Street., Ste. 200 Chattanooga, TN 37402 423-424-7421
Meredith D. Martin	46 Parrish Drive Chickamauga, GA 30707 423-488-6105	One Main Financial 6231 Perimeter Dr., Ste. 183 Chattanooga, TN 37421 423-899-2456
Patty Martin	148 Boys Mountain Road Ringgold, GA 30736 706-270-4057	Warranty Title Insurance Co. 6160 Shallowford Rd., Ste. 102 Chattanooga, TN 37421 423-424-4654
Machiell McBrien	P.O. Box 15996 Red Bank, TN 37415 423-702-0804	T.V.F.C.U. 715 Market Street Chattanooga, TN 37402 423-634-3600
Marilyn M. McBryar	375 County Road 801 Flat Rock, AL 35966 256-632-9144	City of Chattanooga - Land Dev. 1250 Market St., Ste. 1000 Chattanooga, TN 37402 423-643-5800
Janella L. McCants	4710 Cordelia Lane Chattanooga, TN 37416 423-894-4873	Janella L. McCants, Esq. P.O. Box 16214 Chattanooga, TN 37416 423-785-7103
Anastasia McCowan	5700 Roper Street East Ridge, TN 37412 423-506-0959	Chattanooga Lookouts 201 Power Alley Chattanooga, TN 37402 423-267-2208
Sharon M. Milling	5314 Kimbro Street Chattanooga, TN 37415 423-875-0752	Hamilton County Gov. 625 Georgia Ave., Ste. 204 Chattanooga, TN 37402 423-209-6150
Suetta M. Morgan	6215 Laramie Circle Chattanooga, TN 37421 423-553-9321	Pointer Management Co. 735 Broad St., S1108 Chattanooga, TN 37402 N/A
B. A. Odea	7629 Hwy 60 Georgetown, TN 37336 423-509-3300	American Trust Cash Advance 3536 Cummings Hwy., Ste. 172 Chattanooga, TN 37419 423-825-1194

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 2, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Wanda R. Paschal	7606 Clearwater Road Hixson, TN 37343 423-521-3965	Chattanooga Bar Association 801 Broad St., Ste. 420 Chattanooga, TN 37402 423-756-3222
Kathy L. Payne	3242 Ardian Road Chattanooga, TN 37412 423-902-0973	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4345
Ursula Pickett	9314 Barbee Road Soddy Daisy, TN 37379 423-847-0539	Kenco Management Services 2001 Riverside Drive Chattanooga, TN 37406 423-643-3298
C. Pine	2657 Lenox Rd., N.E. Unit 76 Atlanta, GA 30324 404-500-2128	Assurance 1st Title Services, LLC 633 Chestnut St. Chattanooga, TN 37450 423-300-7878
Mary K. Posey	516 Sharondale Road Chattanooga, TN 37412 423-304-2741	McCallie School 500 Dodds Avenue Chattanooga, TN 37404 423-624-8300
Tammy D. Powell	5221 Hunter Village Drive Ooltewah, TN 37363 423-910-0535	Bank of America 3620 Tennessee Avenue Chattanooga, TN 37409 423-752-1261
Veronica Riden	9407 Harrison Bay Road Harrison, TN 37341 423-344-7776	TN Education Lottery 2020 Gunbarrel Road Chattanooga, TN 37421 423-308-3610
Michael Keith Roberts	6810 Autumn Lake Trail Hixson, TN 37343 423-842-8037	State of TN, Public Defender Com. P.O. Box 1523 Cleveland, TN 37364 423-478-0348
Anita P. Ross	1964 East Valley Road Whitwell, TN 37397 423-949-4245	Hamilton County Clerk & Master 625 Georgia Ave., Ste 300 Chattanooga, TN 37402 423-209-6600
Cynthia B. Shadden	1205 Wood Pines Lane Hixson, TN 37343 423-991-4718	Access Pharmacy 4062 Hixson Pike Chattanooga, TN 37415 423-877-3568

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Rhonda M. Shepherd	206 Daisy Avenue Soddy Daisy, TN 37379 423-451-0437	Icemakers, Inc. 6132 Airways Blvd. Chattanooga, TN 37421 423-622-0886
Earl R. Sherrill Jr	552 Heritage Drive Ringgold, GA 30736 706-965-4630	Stowers Machinery Corp. 4066 S. Access Road Chattanooga, TN 37406 423-622-9933
Jennifer Sloan	9130 Hixson Pike Soddy Daisy, TN 37379 423-505-0108	Lookout Mountain Suites 3210 Broad Street Chattanooga, TN 37408 423-648-7707
Vickie L. Smith	1408 B Mana Lane Chattanooga, TN 37412 423-596-5189	C. C. Dickson Co. 1600 E 20th Street Chattanooga, TN 37404 423-698-6948
Baley Smith	7203 Short Tail Springs Rd. Harrison, TN 37341 423-994-9660	McColpin, Coffman & Harris, PLLC 829 McCallie Ave. Chattanooga, TN 37403 423-756-0444
Rita Sharon Smith	722 S. Lovell Avenue Chattanooga, TN 37412 423-580-8807	City of Chattanooga 900 E. 11th Street Chattanooga, TN 37403 423-757-5357
Lisa K. Smith	7731 Colemere Drive Chattanooga, TN 37416 423-991-3829	Hamilton County Clerk & Master 625 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-209-6610
Kimberly C. Somers	9609 Harrison Bay Road Harrison, TN 37341 423-280-7769	Tax Solutions, Inc. 9617 Harrison Bay Road Harrison, TN 37341 423-326-0211
Barbie M. Stewart	167 Rose Road Soddy Daisy, TN 37379 423-290-5445	Warren & Griffin 736 Georgia Ave., Ste. 600 Chattanooga, TN 37402 423-265-4878
Deborah L. Trivett	1206 McBrien Road Chattanooga, TN 37412 423-510-8940	Chatt. Golf & Country Club 1511 Riverview Road Chattanooga, TN 37405 423-266-6178

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 2, 2014

NAME	RESIDENCE	BUSINESS
Heather Turnbull	1770 Urban Trail, Apt. 308 Chattanooga, TN 37405 423-598-8621	Patton Albertson & Miller, LLC 605 Chestnut St., Ste. 1010 Chattanooga, TN 37450 423-414-2100
Brenda C. Vaughn	6336 Middle Valley Road Hixson, TN 37343 423-843-9274	Paty, Rymer & Ulin, P.C. 19 Patten Parkway Chattanooga, TN 37402 423-756-6770
Angela Viall	6037 Veronica Drive Ooltewah, TN 37363 423-316-6707	Parkridge East Hospital 941 Spring Creek Road Chattanooga, TN 37412 423-855-3509
Betsy Whitaker	2515 Woodfin Avenue Chattanooga, TN 37415 423-877-6639	Profit Plans, LLC Same Same 423-267-9729
Jennifer M. Wilson	7639 Austin Drive Chattanooga, TN 37416 423-314-3896	T.V.F.C.U. P.O. Box 23967 Chattanooga, TN 37422 423-634-3600
Brian Wooten	1520 McDonald Rd. East Ridge, TN 37412 423-718-1152	May Bros. Auto Sales 6414 E. Brainerd Rd. Chattanooga, TN 37421 423-899-9525
Darlene Yell	P.O. Box 2256 Dunlap, TN 37327 423-949-5315	UBS Financial Services One Union Square, Ste. 100 Chattanooga, TN 37402 423-752-5684



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:** March 11, 2014

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of February 2014.

WFK/dkr

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Louis Wright  
Patricia Moore, Legislative Administrator

**RECEIVED**  
 Date 3-11-14  
 By Abbie Rollin  
 W.F. (Bill) Knowles  
 County Clerk

**Hamilton County  
 Trustee Report**

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	5,000,046.95	5,000,046.95	0.00
11010	TRUSTEE CONCENTRATION	16,459,395.32	166,685,513.97	138,131,346.01	45,013,563.28
11020	CHILD CARE	178,792.23	164,327.94	179,412.23	163,707.94
11030	FOOD SERVICE DEPOSITORY	3,088,634.46	1,492,393.77	1,823,585.79	2,757,442.44
11040	SHERIFF COMMISSARY	182,516.86	86,600.79	77,569.62	191,548.03
<b>Total Cash in Bank</b>		<u>19,911,790.85</u>	<u>173,428,883.42</u>	<u>145,211,960.60</u>	<u>48,128,713.67</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	342,936.95	23,171,031.00	23,404,706.76	109,261.19
11050	BOE CASH RECEIPT SWEEP	0.00	101,886,349.68	101,886,349.68	0.00
<b>Total Bank Deposits in Transit</b>		<u>342,936.95</u>	<u>125,057,380.68</u>	<u>125,291,056.44</u>	<u>109,261.19</u>
<b>Bank Outstanding Checks</b>					
11052	BOE PAYROLL SWEEP	0.00	0.00	0.00	0.00
22201	A/P CHECK PAYABLE	(1,139,250.11)	5,849,660.83	5,649,040.61	(938,629.89)
22202	FOOD SERVICE CHECK PAYABLE	(277,783.59)	1,050,723.95	1,652,816.69	(879,876.33)
22203	SHERIFF COMMISSARY CHECK PAYAB	(14,807.82)	45,577.49	47,905.99	(17,136.32)
22206	DOE A/P CHECK PAYABLE	(2,586,961.64)	14,474,540.35	13,422,417.39	(1,534,838.68)
22280	COUNTY PAYROLL CHECKS PAYABLE	(48,458.39)	4,086,733.23	4,061,474.21	(23,199.37)
22281	DOE PAYROLL CHECK PAYABLE	(3,325.37)	10,669,066.04	10,669,101.35	(3,360.68)
22285	DOE PAYROLL TAX PAYABLE	0.00	3,932,908.86	3,932,908.86	0.00
<b>Total Bank Outstanding Checks</b>		<u>(4,070,586.92)</u>	<u>40,109,210.75</u>	<u>39,435,665.10</u>	<u>(3,397,041.27)</u>
<b>TOTAL CASH</b>		<u>16,184,140.88</u>	<u>338,595,474.85</u>	<u>309,938,682.14</u>	<u>44,840,933.59</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	8.00	8.00	885.07
<b>Total Other Assets</b>		<u>885.07</u>	<u>8.00</u>	<u>8.00</u>	<u>885.07</u>
<b>TOTAL ASSETS</b>		<u>16,185,025.95</u>	<u>338,595,482.85</u>	<u>309,938,690.14</u>	<u>44,841,818.66</u>

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(5,546,202.04)	48,790,192.21	77,966,891.28	(34,722,901.11)
22251	FOOD SERVICE	(2,808,393.60)	2,218,452.84	1,492,393.77	(2,082,334.53)
22255	BOE PAYROLL	(209,901.99)	17,885,046.63	17,883,864.11	(208,719.47)
22256	BOE SELF INSURANCE	(1,333,941.68)	3,848,150.53	2,107,655.67	406,553.18
22257	CAPITAL MAINTENANCE	(651,520.44)	995,655.38	384,296.93	(40,161.99)
22401	EXCESS FEES	(491,927.85)	595,078.91	2,418,983.80	(2,315,832.74)
22407	PAYROLL COUNTY	(1,285,908.70)	7,336,890.40	6,905,954.77	(854,973.07)
22408	STORMWATER	(949,599.30)	45,123.83	186,434.67	(1,090,910.14)
22409	DRUG COURT	46,467.91	40,065.56	68,002.70	18,530.77
22410	COUNTY GENERAL	(463,638.10)	68,275,899.71	68,302,216.50	(489,954.89)
22412	GENERAL DEBT SERVICE	(565.10)	502,151.58	502,581.59	(995.11)
22413	OPEB TRUST	12,420.11	2.59	0.00	12,422.70
22414	EMPLOYEES RETIREMENT	(124,511.19)	12,293.58	10,000.00	(122,217.61)
22415	TEACHERS RETIREMENT	(201.88)	850.00	299.00	349.12
22416	LAW LIBRARY	(488.90)	2,659.51	2,670.74	(500.13)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.18)	2,748.40	2,748.38	(500.16)
22419	GEN GOV'T BOND PROJECTS	61,542.04	204,107.63	189,909.79	75,739.88
22420	CAPITAL PROJECTS	(9,829.32)	172,800.70	172,978.36	(10,006.98)
22421	INDUSTRIAL DEVELOPMENT	(2,500.73)	118,486.52	118,486.29	(2,500.50)
22422	RIVERWALK/FISHING PIER	(5,000.92)	450,073.00	450,082.22	(5,010.14)
22423	RECREATION CAPITAL PROJECTS	174,645.27	38,510.06	119,261.41	93,893.92
22426	SELF INSURANCE	(2,554.72)	3,542,614.85	3,542,616.52	(2,556.39)
22428	LIABILITY INSURANCE	(2,500.02)	257,687.80	257,686.30	(2,498.52)
22430	HOTEL/MOTEL	(344,897.60)	344,897.60	345,116.67	(345,116.67)
22434	JUVENILE COURT CLERK AGENCY	(731.14)	366,392.88	366,654.16	(992.42)
22435	FACILITY BONDS-SERIES 2010A	(2,803.39)	0.00	0.58	(2,803.97)
22436	BOND FUND-SERIES 2010B	(888,488.32)	0.00	185.10	(888,673.42)
22437	ECONOMIC BONDS-SERIES 2010C	(2,178.96)	119,689.03	0.00	117,510.07
22447	11 BOND	(5,188.06)	0.00	0.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	272,116.47	20,800.72	347,959.08	(55,041.89)

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(876,754.54)	165,317.60	269,200.36	(980,637.30)
22462	CRIMINAL COURT SESSIONS	954,456.53	345,015.66	404,548.99	894,923.20
22463	DELINQUENT COLLECTIONS	(626,451.31)	41,207.31	61,057.21	(646,301.21)
22470	2013A BOND	(12,582.30)	528,195.50	0.00	515,613.20
22471	2013B BOND REFUNDING	(5,070.26)	0.00	1.06	(5,071.32)
22472	LINE OF CREDIT	46,160.82	5,092,590.90	5,000,000.00	138,751.72
22483	SHERIFF	(4,150.70)	4,377,313.85	4,378,038.35	(4,875.20)
22484	DRUG ENFORCEMENT-SHERIFF	(7.15)	23,192.62	23,285.48	(100.01)
22485	TN STATE SEX OFFENDER	(67,078.52)	2,005.50	1,071.37	(66,144.39)
22486	SHERIFF STATE WIDE METH GRANTS	0.10	0.00	0.10	0.00
22489	SHERIFF'S SPECIAL PROJECTS	(5,411.89)	0.55	56.39	(5,467.73)
22498	SYMPRO INVESTMENT POOL	628,118.88	63,818,689.62	59,367,883.76	5,078,924.74
<b>Total Cash Held for Hamilton County Funds</b>		<u>(14,535,552.67)</u>	<u>230,580,851.56</u>	<u>253,651,073.46</u>	<u>(37,605,774.57)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(154.92)	0.00	12.50	(167.42)
23301	PROPERTY TAX SALE	0.00	0.00	0.00	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(10,613.47)	0.00	7,649.38	(18,262.85)
<b>Total Cash Held for Others</b>		<u>(28,304.42)</u>	<u>0.00</u>	<u>7,661.88</u>	<u>(35,966.30)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	0.00	113,788,964.81	113,788,531.79	433.02
22800	INTEREST PAYMENT FUTURE	0.00	7,527.13	7,527.13	0.00
<b>Total Clearing Account Activity</b>		<u>0.00</u>	<u>113,796,491.94</u>	<u>113,796,058.92</u>	<u>433.02</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	0.00	801,829.88	801,829.88	0.00
22241	REVENUE REFUNDS	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	56,000,000.00	56,000,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	0.00	0.00	0.00
22504	OTHER	0.00	0.00	0.00	0.00

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
<b>Total Liabilities not Applicable</b>		<u>(33,897.66)</u>	<u>56,801,829.88</u>	<u>56,801,829.88</u>	<u>(33,897.66)</u>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	352,907.56	352,907.56	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	7,042.20	7,042.20	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>359,949.76</u>	<u>359,949.76</u>	<u>(0.00)</u>
 <b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.02	38,316,227.84	38,316,227.84	0.02
22702	OSAP TAX	0.00	4,230,254.55	4,230,254.55	0.00
22703	IN LIEU OF TAX	0.00	5,990,598.61	5,990,598.61	0.00
22704	PERSONALTY TAX	0.00	5,885,544.58	5,885,544.58	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	94,478.91	94,478.91	0.00
22712	OSAP TAX I&P	0.00	1,217.11	1,217.11	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	4,643.12	4,643.12	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	90,226.76	90,226.76	(0.00)
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	2,165.66	2,165.66	0.00
22731	PROPERTY TAX I&P REUND	0.00	30.08	30.08	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	23.58	23.58	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	1,067,566.40	1,067,566.40	0.04
<b>Total</b>		<u>0.06</u>	<u>55,682,977.20</u>	<u>55,682,977.20</u>	<u>0.06</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.06</u>	<u>55,682,977.20</u>	<u>55,682,977.20</u>	<u>0.00</u>

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Total Clearing Account Activity - County Funds</b>		<u>0.06</u>	<u>56,042,926.96</u>	<u>56,042,926.96</u>	<u>0.06</u>
<b>Cash Held for Municipalities</b>					
<b>Key: 0001010 CITY OF EAST RIDGE</b>					
22701	PROPERTY TAX	(347,456.01)	347,456.01	1,648,552.32	(1,648,552.32)
22702	OSAP TAX	0.00	0.00	135,342.53	(135,342.53)
22704	PERSONALTY TAX	(5,711.64)	5,711.64	100,174.91	(100,174.91)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(2,316.04)	2,316.04	6,979.41	(6,979.41)
22714	PERSONALTY TAX I&P	0.00	0.00	46.48	(46.48)
22721	PROPERTY TAX REFUNDS	1,789.07	4,556.78	1,789.07	4,556.78
22724	PERSONALTY TAX REFUND	88.49	53.03	88.49	53.03
22731	PROPERTY TAX I&P REUND	825.11	0.00	825.11	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(20,063.88)	20,063.88	17,800.57	(17,800.57)
22755	SANITATION	(124,355.70)	124,355.70	378,809.66	(378,809.66)
22799	COMM DUE ON TAX COLLECTED	7,256.08	37,907.71	7,256.26	37,907.53
<b>Total Cash Held for Municipalities</b>		<u>(489,944.52)</u>	<u>542,420.79</u>	<u>2,297,664.81</u>	<u>(2,245,188.54)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(489,944.52)</u>	<u>542,420.79</u>	<u>2,297,664.81</u>	<u>(2,245,188.54)</u>
<b>Key: 0001020 RED BANK MUNICIPAL</b>					
22701	PROPERTY TAX	(201,214.37)	201,214.37	804,298.07	(804,298.07)
22702	OSAP TAX	0.00	0.00	96,771.74	(96,771.74)
22704	PERSONALTY TAX	(3,057.94)	3,057.94	27,986.68	(27,986.68)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(624.01)	624.01	2,144.31	(2,144.31)
22714	PERSONALTY TAX I&P	0.00	0.00	40.72	(40.72)
22721	PROPERTY TAX REFUNDS	406.85	1,165.22	406.85	1,165.22
22741	STORMWATER FEES	(20,844.00)	20,844.00	91,260.00	(91,260.00)
22742	STORMWATER FEES I&P	(53.46)	53.46	213.84	(213.84)
22755	SANITATION	(76,974.00)	76,974.00	232,187.84	(232,187.84)

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22799	COMM DUE ON TAX COLLECTED	4,298.77	19,516.27	4,298.76	19,516.28
<b>Total</b>		<u>(298,062.16)</u>	<u>323,449.27</u>	<u>1,259,608.81</u>	<u>(1,234,221.70)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(298,062.16)</u>	<u>323,449.27</u>	<u>1,259,608.81</u>	<u>(1,234,221.70)</u>
 <b>Key: 0001030 SODDY DAISY MUNICIPAL</b>					
22701	PROPERTY TAX	(222,128.22)	222,128.22	1,063,737.35	(1,063,737.35)
22702	OSAP TAX	0.00	0.00	78,641.10	(78,641.10)
22704	PERSONALTY TAX	(3,382.58)	3,382.58	62,796.59	(62,796.59)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,635.14)	1,635.14	5,012.04	(5,012.04)
22714	PERSONALTY TAX I&P	(37.95)	37.95	6.24	(6.24)
22721	PROPERTY TAX REFUNDS	8.51	1,448.66	8.51	1,448.66
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.52	0.00	0.52	0.00
22799	COMM DUE ON TAX COLLECTED	4,543.68	24,174.89	4,543.50	24,175.07
<b>Total</b>		<u>(222,631.18)</u>	<u>252,807.44</u>	<u>1,214,745.85</u>	<u>(1,184,569.59)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(222,631.18)</u>	<u>252,807.44</u>	<u>1,214,745.85</u>	<u>(1,184,569.59)</u>
 <b>Key: 0001040 COLLEGEDALE MUNICIPAL</b>					
22701	PROPERTY TAX	(193,283.25)	193,283.25	1,299,495.15	(1,299,495.15)
22702	OSAP TAX	0.00	0.00	70,356.29	(70,356.29)
22703	IN LIEU OF TAX	0.00	0.00	82,239.77	(82,239.77)
22704	PERSONALTY TAX	(10,633.54)	10,633.54	579,790.54	(579,790.54)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,168.34)	1,168.34	3,086.64	(3,086.64)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(328.17)	328.17	18.24	(18.24)
22721	PROPERTY TAX REFUNDS	1,085.04	757.30	1,085.04	757.30
22724	PERSONALTY TAX REFUND	0.00	153.83	0.00	153.83

## Hamilton County Trustee Report

For the Date Range: 02/01/2014 to 02/28/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	4,086.52	40,681.50	4,086.57	40,681.45
<b>Total</b>		<u>(200,241.74)</u>	<u>247,005.93</u>	<u>2,040,158.24</u>	<u>(1,993,394.05)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(200,241.74)</u>	<u>247,005.93</u>	<u>2,040,158.24</u>	<u>(1,993,394.05)</u>
<b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	(9,588.81)	9,588.81	35,339.79	(35,339.79)
22702	OSAP TAX	0.00	0.00	4,438.75	(4,438.75)
22704	PERSONALTY TAX	(87.80)	87.80	116.32	(116.32)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	292.03	(292.03)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	193.51	803.75	193.53	803.73
<b>Total</b>		<u>(9,483.10)</u>	<u>10,480.36</u>	<u>40,380.42</u>	<u>(39,383.16)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(9,483.10)</u>	<u>10,480.36</u>	<u>40,380.42</u>	<u>(39,383.16)</u>
<b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(7,041.98)	7,041.98	32,716.22	(32,716.22)
22702	OSAP TAX	0.00	0.00	528.16	(528.16)
22704	PERSONALTY TAX	(4.73)	4.73	912.79	(912.79)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(45.10)	45.10	78.96	(78.96)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	141.73	684.73	141.84	684.62
<b>Total</b>		<u>(6,950.08)</u>	<u>7,776.54</u>	<u>34,377.97</u>	<u>(33,551.51)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(6,950.08)</u>	<u>7,776.54</u>	<u>34,377.97</u>	<u>(33,551.51)</u>

**Hamilton County  
Trustee Report**

For the Date Range: 02/01/2014 to 02/28/2014

<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Debit Amount</b>	<b>Credit Amount</b>	<b>Ending Balance</b>
<b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(31,838.08)	31,838.08	93,297.58	(93,297.58)
22702	OSAP TAX	0.00	0.00	2,598.11	(2,598.11)
22704	PERSONALTY TAX	(148.48)	148.48	5,158.11	(5,158.11)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1.94)	1.94	321.55	(321.55)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	334.62	0.00	334.62
22799	COMM DUE ON TAX COLLECTED	639.78	2,020.82	639.77	2,020.83
	<b>Total</b>	<u>(31,348.72)</u>	<u>34,343.94</u>	<u>102,015.12</u>	<u>(99,019.90)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(31,348.72)</u>	<u>34,343.94</u>	<u>102,015.12</u>	<u>(99,019.90)</u>
<b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(316,422.96)	316,949.83	320,732.96	(320,206.09)
22775	TAX INCREMENT FINANCING	(12,186.80)	6,713.27	11,605.14	(17,078.67)
	<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>	<u>(328,609.76)</u>	<u>323,663.10</u>	<u>332,338.10</u>	<u>(337,284.76)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(328,609.76)</u>	<u>323,663.10</u>	<u>332,338.10</u>	<u>(337,284.76)</u>
	<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>	<u>(1,587,271.26)</u>	<u>2,101,897.13</u>	<u>7,681,239.08</u>	<u>(7,166,613.21)</u>
	<b>TOTAL LIABILITIES AND EQUITY</b>	<u>(16,185,025.95)</u>	<u>458,964,047.71</u>	<u>487,620,840.42</u>	<u>(44,841,818.66)</u>
	<b>Total for Report:</b>	<u>0.00</u>	<u>797,559,530.56</u>	<u>797,559,530.55</u>	<u>0.00</u>



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:** March 11, 2014

Attached is a copy of the monthly Trustee's excess fee report for the month of February, 2014.

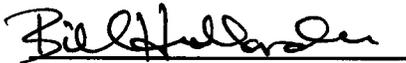
WFK/dkr

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Louis Wright  
Patricia Moore, Legislative Administrator

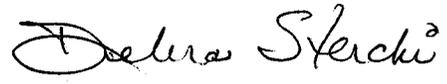
Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2014

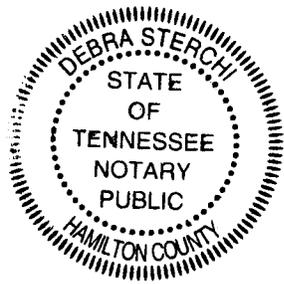
Prepared: JW

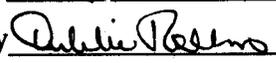
	February 2014	YTD February 2014
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	32,798.75
44180 - CONTRACT INCOME	25,000.00	60,000.00
44201 - STATUTORY FEES 1%	203,678.90	1,463,786.96
44202 - STATUTORY FEES 2%	2,214,150.83	5,271,642.70
44203 - STATUTORY FEES OTHER	632.26	2,766.04
44204 - DELINQUENT TAX FEES	27,890.27	234,157.79
46112 - INTEREST	943.22	2,945.01
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>2,472,295.48</b>	<b>7,068,097.25</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	64,228.04	522,903.58
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	346.97	2,947.13
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	122.00
53044 - POSTAGE, FREIGHT AND OTHER	-	32,698.75
53045 - LEGAL NOTICES AND ADVERTISING	100.86	129.86
53047 - MEMBERSHIPS	-	310.00
53049 - PARKING	-	2,466.66
53050 - MISC PURCHASED SERVICE	464.75	2,020.90
53051 - CONTRACT LEGAL SERVICES	120.68	1,066.97
53059 - SECURITY SERVICES	973.61	5,043.65
53065 - BANK ANALYSIS FEE	12,736.76	84,818.82
54001 - OFFICE SUPPLIES & FORMS	-	12,998.54
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	175.20	983.05
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	200.00
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,060,289.14
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	-
59022 - SOFTWARE AND SUPPLIES	-	1,126.59
59092 - MISC REFUNDS	-	108.56
59099 - BUILDING REPAIR/RENOVATION	-	11,322.15
66000 - PAYROLL EXPENSE	(5,823.81)	4,488.09
<b>Total EXPENDITURES:</b>	<b>73,323.06</b>	<b>1,746,044.44</b>
<b>Revenues over (under) Expenditures</b>	<b>2,398,972.42</b>	<b>5,322,052.81</b>
<b>Excess Fees at Beginning of Period</b>	<b>3,685,256.83</b>	<b>762,176.44</b>
<b>Excess Fees at End of Period</b>	<b>6,084,229.25</b>	<b>6,084,229.25</b>

  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, 11<sup>th</sup>  
March, 2014  
 Notary Public  
 My Commission Expires 2-18-15





**RECEIVED**  
 Date 3-11-14  
 By   
 W.F. (Bill) Knowles  
 County Clerk

**OFFICE OF THE CRIMINAL COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GWEN TIDWELL, CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: February 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 131,979.18		\$ 131,979.18
Sessions Division	76,320.54		76,320.54
Delinquent Collections		\$ 60,922.50	60,922.50
Interest			
Criminal Division	186.63		186.63
Sessions Division	(217.43)		(217.43)
Delinquent Collections		134.71	134.71
Computer Service fees			
Criminal Division	1,698.00		1,698.00
Sessions Division	2,497.40		2,497.40
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>212,464.32</b>	<b>61,057.21</b>	<b>273,521.53</b>
<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	75,200.67		75,200.67
Sessions Division	108,064.04		108,064.04
Delinquent Collections		34,129.39	34,129.39
Employee Benefits - Delinquent Collections		5,318.50	5,318.50
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,209.94	1,209.94
Other - Adjustments			
Criminal Division	(9,039.60)		(9,039.60)
Sessions Division	(13,234.41)		(13,234.41)
Delinquent Collections		22,274.01	22,274.01
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>160,990.70</b>	<b>62,931.84</b>	<b>223,922.54</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>51,473.62</b>	<b>(1,874.63)</b>	<b>49,598.99</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(2,132,107.82)</b>	<b>2,162,760.35</b>	<b>30,652.53</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (2,080,634.20)</b>	<b>\$ 2,160,885.72</b>	<b>\$ 80,283.05</b>

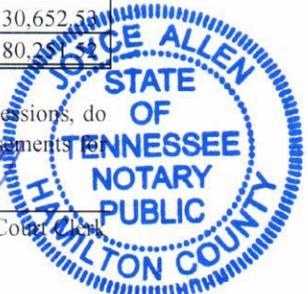
I, Gwen Tidwell, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for February 2014.

*Gwen Tidwell*  
Gwen Tidwell, Criminal Court Clerk

Sworn and subscribed before me this the 12 day of March 2014.

Notary Public *George Allen*

My Commission Expires: 1-21-18



OFFICE OF THE COUNTY MAYOR  
HAMILTON COUNTY, TENNESSEE

RE: APPOINTMENT OF DAVID NORTON AS A COMMISSIONER OF  
HIXSON UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as a vacancy has occurred on the Hixson Utility District Board of Commissioners per the resignation of Greg Bulter, said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of David Norton.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that David Norton is hereby appointed to the Hixson Utility Board of Commissioners to fill the unexpired term of Greg Bulter. Term will expire June 14, 2016.

This is the 2nd day of April, 2014.

  
\_\_\_\_\_  
Jim M. Coppinger  
Hamilton County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 2nd day of April, 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 2nd day of April, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission expires: February 8, 2015



OFFICE OF THE COUNTY MAYOR  
HAMILTON COUNTY, TENNESSEE

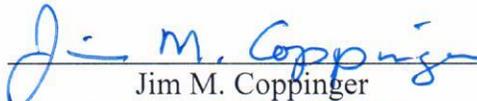
RE: REAPPOINTMENT OF PAUL PARKER AS A COMMISSIONER OF EASTSIDE UTILITY  
DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of Paul Parker on the Eastside Utility District Board of Commissioners expired on February 3, 2014, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of Paul Parker.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Paul Parker is hereby reappointed to the Eastside Utility Board of Commissioners for a term of four years, beginning April 2, 2014, and expiring April 2, 2018.

This is the 2nd day of April 2014.

  
Jim M. Coppinger  
Hamilton County Mayor

STATE OF TENNESSEE  
COUNTY OF Hamilton County

On this 2nd day of April 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 2nd day of April, 2014.

  
Notary Public

My Commission expires: February 18, 2015





# Hamilton County Board of Commissioners RESOLUTION

No. 414-2

**TITLE**

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO, AND EXECUTE, A GRANT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HUMAN SERVICES AND THE HAMILTON COUNTY JUVENILE COURT TITLE IV-D CHILD SUPPORT DIVISION.**

**WHEREAS,** the Tennessee Department of Human Services established a Child Support Program to comply with requirements of the Title IV-D of the Social Security Act, as enacted by Congress in 1973; and

**WHEREAS,** said Department implements this program by entering into contracts with Juvenile Courts which have the jurisdiction/duty to hear these types of cases.

**WHEREAS,** the State of Tennessee, Department of Human Services has established an amount of liability to the State in an amount not to exceed \$1,095,152.00 for the partial reimbursement of the County, for the period of July 1, 2012 to June 30, 2015.

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

**That the County Mayor is hereby authorized to enter into, and execute, the attached contract which establishes the amount of the State liability for this responsibility in an amount not to exceed \$1,095,152.00.**

**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

April 2, 2014

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 414-3

A RESOLUTION TO AUTHORIZE THE CHATTANOOGA-HAMILTON COUNTY REGIONAL PLANNING AGENCY PREPARE AN UPDATE TO THE COMPREHENSIVE PLAN AND DEVELOP AN INTEGRATED LAND DEVELOPMENT AND INFRASTRUCTURE PLANNING FRAMEWORK TO GUIDE COUNTYWIDE LAND USE PLANNING DOCUMENTS AND PROVIDE POLICY AND CODE RECOMMENDATIONS.

WHEREAS, The 2030 Comprehensive Plan for Hamilton County does not reflect major land development and infrastructure changes since its adoption in 2005 by the Chattanooga-Hamilton County Regional Planning Commission; and

WHEREAS, There are over 44 active planning policy documents that exist to guide land use decision making within the limits of Hamilton County; and

WHEREAS, Those planning documents may not adequately address or integrate infrastructure investments and land use patterns necessary to respond to new growth, changes in living and mobility needs or promote desired community outcomes; and

WHEREAS, The City of Chattanooga alone has over 27 of those documents; and

WHEREAS, County officials have expressed a need for land development recommendations and an interest in the placement of government facilities, schools, and economic/industrial centers; and

WHEREAS, The Regional Planning Agency's adopted policies also impact the cities of East Ridge, Lakesite, Lookout Mountain, Red Bank, Ridgeside, Soddy-Daisy, and the Town of Walden some of which do not have their own general land use plan; and

- WHEREAS, The public is known to have expressed interest and concern relative to land use, zoning, and transportation issues in recent community meetings; and
- WHEREAS, Professional staff of the Chattanooga-Hamilton County Regional Planning Agency have determined a comprehensive and integrated planning process is needed to address these inadequacies and new and future growth in order to provide a thorough understanding of land use, economic development opportunities and infrastructure/service needs and costs associated with such decision-making responsibilities as well as to provide for the “public health, safety, and general welfare” as regulated by Tennessee Code Annotated; and
- WHEREAS, This new comprehensive and integrated planning framework will be referred to as “Growing Forward” and the updated Comprehensive Plan as “Renewing Our Vision”; and
- WHEREAS, The process will also develop a new strategy for integrating planning policies and establishing recommendations for land use and infrastructure decisions which will be referred to as the “Strategy for Great Places” with a subsequent process for the update of necessary policies and codes which will be referred to as “Building for the Future”; and
- WHEREAS, This comprehensive approach should preserve and promote improvements in residential neighborhoods, assist in the enhancement of commercial/industrial activity, protect environmental resources, emphasize the importance of existing infrastructure while balancing the need for new or expanded facilities, and attempt to highlight return on investment and services through a performance evaluation of set policies; and
- WHEREAS, The Regional Planning Agency will conduct community meetings and workshops for the purpose of providing education and obtaining public input; and
- WHEREAS, The outcomes will be policy oriented, and as such, will not guarantee zoning changes or funding for projects or other recommendations contained therein, but will instead set forth a new method of prioritizing needs and measuring accomplishments associated with planning recommendations; and
- WHEREAS, A final draft of each document will be presented to the public and the appropriate advisory and legislative bodies for review and adoption;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF HAMILTON COUNTY, TENNESSEE, That the Chattanooga-Hamilton County Regional Planning Agency be and is hereby requested to conduct land use and infrastructure studies countywide to complete an updated comprehensive plan, integrated land use and transportation strategy, and provide for new land development policies and codes.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

April 2, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 414-4

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF FEBRUARY 1, 2014, THROUGH FEBRUARY 28, 2014, 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 February 1, 2014, through February 28, 2014.

February 3, 2014, \$21,690.46 for 8,575 gallons of E-10 gasoline at 2.5295 per gallon from Collins Oil Company, Inc.

February 3, 2014, \$21,766.20 for 8,590 gallons of E-10 gasoline at 2.5339 per gallon from Mansfield Oil Company.

February 4, 2014, \$21,551.63 for 8,561 gallons of E-10 gasoline at 2.51742 per gallon from Jat Oil and Supply, Inc.

February 6, 2014, \$981.40 for 280 gallons of diesel fuel at 3.5050 per gallon from Sweetwater Valley Oil Company.

February 7, 2014, \$2,181.97 for 730 gallons of regular unleaded gasoline at 2.9890 per gallon from Jat Oil and Supply, Inc.

February 17, 2014, \$22,870.12 for 7,330 gallons of diesel fuel at 3.120071 per gallon from Parman Lubricants.

February 25, 2014, \$22,943.16 for 8,565 gallons of E-10 gasoline at 2.678711 per gallon from Jat Oil and Supply, Inc.

February 25, 2014, \$23,865.68 for 7,524 gallons of diesel fuel at 3.17194 per gallon from Parman Lubricants.

February 25, 2014, \$21,573.18 for 8,053 gallons of E-10 gasoline at 2.6789 per gallon from Sweetwater Valley Oil Company.

February 26, 2014, \$4,436.85 for 1,500 gallons of regular unleaded gasoline at 2.9579 per gallon from Jat Oil and Supply, Inc.

February 27, 2014, \$23,935.52 for 7,534 gallons of diesel fuel at 3.1770 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

April 2, 2014

\_\_\_\_\_

Date

Date:		2/3/2014	2/3/2014	2/4/2014	2/6/2014	2/7/2014	2/17/2014	2/25/2014	2/25/2014	2/25/2014	2/26/2014	2/27/2014
Location		Silverdale	Sheriff's Sub-Station	White Oak	Mowbray VFD	ESNP	Silverdale	White Oak	Silverdale	Career Lane	Riverpark	Career Lane
<b>Sweetwater</b>	Gasoline					No quote					3.2001	
(HC)	E-10 Gasoline	2.5434	2.5434	3.0339				2.6789		2.6789		
	Diesel				3.5050		3.1839			3.2379		3.2484
	Bio Diesel											
<b>Jat Oil</b>	Gasoline					2.9890					2.9579	
(HC)	E-10 Gasoline	2.5370	2.5370	2.51742				2.678711		2.6789		
	Diesel				3.7590		3.4190			3.2929		3.4324
	Bio Diesel											
<b>Collins Oil</b>	Gasoline					No quote					No quote	
	E-10 Gasoline	2.5295	2.5595	2.5350				2.7025		2.7025		
	Diesel				No quote		3.2550			No quote		No quote
	Bio Diesel											
<b>Mansfield</b>	Gasoline					No quote					No quote	
	E-10 Gasoline	2.5339	2.5339	2.5894				2.7054		2.7054		
	Diesel				No quote		No quote			No quote		No quote
	Bio Diesel											
<b>Rogers Petroleum</b>	Gasoline					No quote					No quote	
	E-10 Gasoline	No quote	No quote	No quote				No quote		No quote		
	Diesel				No quote		No quote		3.3850			No quote
	Bio Diesel											
<b>Parman</b>	Gasoline					No quote					No quote	
(HC)	E-10 Gasoline	2.5343	2.5343	No quote				2.6829		2.6829		
	Diesel				No quote		3.120071			3.17194		3.1838
	Bio Diesel											
<b>Dupree Oil</b>	Gasoline					No quote					No quote	
	E-10 Gasoline	No quote	No quote	No quote				2.7250		2.7250		
	Diesel				No quote		No quote			No quote		No quote
	Bio Diesel											
<b>Pilot Travel</b>	Gasoline					No quote					No quote	
	E-10 Gasoline	2.5482	2.5482	2.5327				2.6947		2.6947		
	Diesel				No quote		No quote			3.2093		3.1770
	Bio Diesel											
	Gasoline											
	E-10 Gasoline											
	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 FEBRUARY 1, 2014 THROUGH FEBRUARY 28, 2014												
												
Gail B. Roppo												
Director of Purchasing												

<b>Unleaded Gasoline</b>	<b>February 2014</b>	<b>YTD</b>
Gallons Purchased	2,230	33,358
Total Cost	\$6,618.82	\$97,122.84
Average Cost/Gallon	\$2.9681	\$2.9115
<b>E-10</b>		
Gallons Purchased	42,344	310,135
Total Cost	\$109,524.64	\$818,106.09
Average Cost/Gallon	\$2.5865	\$2.6379
<b>Diesel</b>		
Gallons Purchased	22,668	144,176
Total Cost	\$71,652.71	\$443,858.11
Average Cost/Gallon	\$3.1610	\$3.0786
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



# Hamilton County Board of Commissioners RESOLUTION

No. 414-5

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR 2014 - 2015 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$256,400 TO PROVIDE HOME VISITS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S CHILDREN'S SPECIAL SERVICES (CSS) PROGRAM GUIDELINES.

WHEREAS, to carry out the Department of Health's responsibility in the implementation of the CSS Care Coordination Program; and

WHEREAS, home and clinic visits are made by CSS Care Coordinators to assist families in accessing comprehensive quality services for children and adolescents (birth to age 21) with complex health care needs through a holistic and innovative network of community services; and

WHEREAS, the State has agreed to provide \$256,400 for the provision of these Care Coordination services; and

WHEREAS, this program and services is 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 contract for the July 1, 2014 - June 30, 2015 contract period in an amount not to exceed \$256,400.

**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

April 2, 2014

\_\_\_\_\_  
Date



## GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2014	<b>End Date</b> June 30, 2015	<b>Agency Tracking #</b> 34360-38715	<b>Edison ID</b>		
<b>Contractor Legal Entity Name</b> Chattanooga-Hamilton County Health Department				<b>Edison Vendor ID</b> 4208	
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> 93.994			
<b>Service Caption</b> (one line only) Medical and Care Coordination for Children's Special Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015	\$95,900	\$160,500			\$256,400
<b>TOTAL:</b>	<b>\$95,900</b>	<b>\$160,500</b>			<b>\$256,400</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
<b>Speed Chart</b> (optional) HL00007838		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision Children's Special Services Care Coordination, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

**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. "CSS" means Children's Special Services program.
  - b. "CSS Policy Manual" means most current Policy and Procedure Manual as approved by the State.
  - c. "Care Coordination" means assistance to families in accessing services (i.e. educational, medical, social, transportation, and advocacy).
  - d. Tennessee Early Intervention System is a voluntary early intervention program for families with children ages birth through two (2) years of age with disabilities or developmental delays.
- A.3. Service Goals. The goal of CSS is to provide comprehensive Care Coordination services to eligible children with special healthcare needs.
- A.4. Service Recipients. Service recipients are children from birth to twenty-one (21) who have or are at-risk for special healthcare needs.
- A.5. Service Description. The Grantee shall use the grant funds to implement the CSS program as follows:
- a. provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee), and as directed by the State's CSS Program Director and in conjunction with the program's rules;
  - b. provide appropriate staffing (nursing, clerical, nutritional, medical, and other health care providers) as required for CSS service provision;
  - c. notify the State's CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year; relating to the positions funded by this grant;
  - d. provide administrative supervision of the Care Coordinators with programmatic coordination and monitoring;
  - e. provide financial and medical eligibility determinations, medical and psychosocial assessments (if lacking), care plan development and implementation of care plans for all enrolled children;

- f. provide comprehensive assessments through the child's primary care provider or other providers including Health Department Clinics for children enrolled in the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee);
- g. provide comprehensive pediatric and developmental assessments directly or by referral, for children who may lack health coverage or access to a provider;
- h. provide all necessary supplies and equipment for the clinical and administrative functions of the CSS program;
- i. process payment for all CSS claims from service providers and maintain programmatic information in accordance with the CSS Policy Manual; and
- j. provide referrals for qualified medical diagnoses for service recipients who are enrolled or who are pending enrollment in the CSS Program.

A.6. Service Reporting. The Grantee will submit a quarterly report, in a format provided by the State, by the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of the Grant period.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual	A.5.a.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Provide appropriate staff as required for CSS service provision	A.5.b.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Provide notice of all personnel vacancies and/or personnel changes	A.5.c.	At the time the vacancy occurs, and when the position is hired	CSS Program Director	Update personnel on detail page of contract budget and email the page to CSS Director for approval
Provide administrative supervision of the Care Coordinators	A.5.d.	On-going as of start date of contract	CSS Care Coordinators	To be determined

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provide financial and medical eligibility determinations, medical and psychosocial assessment (if lacking), care development and implementation of care plans	A.5.e.	On-going as of start date of contract	CSS Program participants' chart/record and PTBMIS	In medical record and electronically in PTMIS
Provide comprehensive assessments	A.5.f. & A.5.g.	On-going as of start date of contract	CSS Program participants' chart/record and PTBMIS	In medical record and electronically in PTMIS
Provide all necessary supplies and equipment for the clinical and administrative functions of the CSS Program	A.5.h.	On-going as of start date of contract	CSS Program Staff and participants	To be determined
Process payment for all CSS claims form service providers and maintain programmatic information in accordance with the CSS Policy manual	A.5.i.	On-going as of start date of contract	CSS Program Service providers and PTBMIS	In Tennessee's Edison and PTBMIS systems electronically and in medical record
Provide referrals for qualified medical diagnoses	A.5.j.	On-going as of start date of contract	CSS Program participants for service recipients who are enrolled or who are pending enrollment	To be determined

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. kidcentraltn.

- a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the

designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

- (1) invite Grantee to create a profile;
  - (2) review, approve, and publish program profiles created by Grantee;  
and
  - (3) monitor update activity.
- b. If Grantee has a website, they must link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentral tn logo at the following link <http://tn.gov/generalserv/ba09p/>. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link <http://tn.gov/generalserv/ba09p/>.

This kidcentral tn logo requirement does not apply to materials that have already been printed or designed. This kidcentral tn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentral tn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

- A.10. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below);
  - b. CSS Policy Manual.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State 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 Two Hundred Fifty Six Thousand Four Hundred Dollars (\$256,400). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: [mickey.mccowen@tn.gov](mailto:mickey.mccowen@tn.gov)

By regular mail:

Invoice Administrator  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

- 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) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Health, Family Health and Wellness, Children's Special Services.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. 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 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 State 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 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 State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, 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.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the

approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State 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.11. Unallowable Costs. 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 State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. 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 Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services

completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee

shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or 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.state.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.state.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 State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing

standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If 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.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive

jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mickey McCowen, Program Director  
 Children's Special Services (CSS)  
 Tennessee Department of Health  
 Division of Family Health and Wellness  
 8<sup>th</sup> Floor Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 EMAIL ADDRESS: mickey.mccowen@tn.gov  
 Telephone # (615) 532-3755  
 FAX # (615) 741-1063

The Grantee:

Rebekah Barnes, Administrator  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403  
 EMAIL ADDRESS: BeckyB@HamiltonTN.gov  
 Telephone # (423) 209-8010  
 FAX # (423) 209-8001

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. 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 acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.7. HIPAA Compliance. The State 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 State 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 State, including cooperation and coordination with State 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.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if

information received by the State under this grant is NOT “protected health information” as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

- 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. 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.10. 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 state 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, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, 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, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State 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.

- E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee’s preceding completed fiscal year, if in the Grantee’s preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.12. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit.

This information shall consist of the following Catalog of Federal Domestic Assistance Numbers and Grant Names:

93.994 – Maternal and Child Health Block Grant

- E.13. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health’s Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

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**GRANTEE SIGNATURE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

---

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM  
COMMISSIONER**

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>CHATTANOOGA-HAMILTON COUNTY - CHILDREN'S SPECIAL SERVICES</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$167,500.00	\$0.00	\$167,500.00
2	Benefits & Taxes	\$80,200.00	\$0.00	\$80,200.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,300.00	\$0.00	\$2,300.00
6	Telephone	\$1,500.00	\$0.00	\$1,500.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,900.00	\$0.00	\$1,900.00
10	Printing & Publications	\$100.00	\$0.00	\$100.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$256,400.00</b>	<b>\$0.00</b>	<b>\$256,400.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 2)**

SALARIES	AMOUNT
Pam Brady, Social Counselor - Part Time, \$3,274.11 X 12 X 50%	\$19,644.66
Patti Gervin, Program Manager, \$4,254.23 X 12 X 50%	\$25,525.38
Angela Gonzales, Social Worker-Bilingual, \$3,562.06 X 12 X 100%	\$42,744.72
Billie Hidgon, Health Care Manager, \$3,163.88 X 12 X 100%	\$37,966.56
Miika Montgomery, Social Worker, \$3,468.87 X 12 X 100%	\$41,626.44
ROUNDED TOTAL	\$167,500.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$600.00
CSS Conference	\$1,000.00
Annual Palliative Care Conference	\$1,000.00
TOTAL	\$2,600.00

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM TO	
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM TO	
EDISON CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
OCR CONTRACT NUMBER					
				<b>FOR CENTRAL OFFICE USE ONLY</b>	
BUDGET	(A) TOTAL	(B) AMOUNT BILLED	(C) MONTHLY		
LINE	CONTRACT	YTD	EXPENDITURES	SPEEDCHART NUMBER:	
ITEMS	BUDGET	(MO./DAY/YR.)	DUE	USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries					
Benefits				SPEEDCHART NUMBER:	
Professional Fee/Grant & Award				USERCODE:	
Supplies				PROJECT ID:	
Telephone				AMOUNT:	
Postage & Shipping					
Occupancy				SPEEDCHART NUMBER:	
Equipment Rental & Maintenance				USERCODE:	
Printing & Publications				PROJECT ID:	
Travel/Conferences & Meetings				AMOUNT:	
Interest					
Insurance				SPEEDCHART NUMBER:	
Specific Assistance to Individuals				USERCODE:	
Depreciation				PROJECT ID:	
Other Non Personnel				AMOUNT:	
Capital Purchase					
Indirect Cost					
<b>TOTAL</b>					

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTACHMENT: \_\_\_\_\_ 2

## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names:**           **Please use the following format when naming files.**  
                                  **name of agency REPORTING PERIOD END.xls**  
                                  **do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page\_\_\_\_of \_\_\_\_ pages" format

#### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**

**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**

**do not add (insert) lines            do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

#### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to:    [Doug.Curry@tn.gov](mailto:Doug.Curry@tn.gov)

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

Tennessee Department of Health

FAX        615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**

**SCHEDULE A**

**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)****SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				



# Hamilton County Board of Commissioners RESOLUTION

No. 414-6

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 SIGN AN AMENDMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$122,252 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014 AND INCREASE THE REVENUE BUDGET BY \$32,872.

WHEREAS, the Bureau of TennCare has disenrolled thousands of Hamilton County residents; and,

WHEREAS, primary care services are needed to treat uninsured adults who are seeking sick or preventive health care; and,

WHEREAS, the Hamilton County Health Department's Homeless Health Care Center meets the qualifications for this grant and provides this service to persons in Hamilton County; and,

WHEREAS, the Tennessee Department of Health has received the authority to distribute funds for the provision of these services in Hamilton County.

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

that the County Mayor be authorized to sign an amendment contract in the amount of \$122,252 for the provision of primary care services to uninsured adults in Hamilton County at the Homeless Health Care Center and increase the revenue budget by \$32,872.

**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

April 2, 2014

\_\_\_\_\_  
Date



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34345-11814	<b>Edison ID</b> 38203	<b>Contract #</b> GG1438203	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER			<b>Edison Vendor ID</b> 04208		
<b>Amendment Purpose &amp; Effect(s)</b> AMENDMENT TO INCREASE AMOUNT OF GRANT AVAILABILITY TO COVER PROJECTED EARNINGS FOR MEDICAL SERVICES RENDERED					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> JUNE 30, 2014			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>+\$15,000</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014	\$122,252				\$122,252
<b>TOTAL:</b>	<b>\$122,252</b>				<b>\$122,252</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE</i>	
<b>Speed Chart (optional)</b> HL00012146		<b>Account Code (optional)</b> 71301000			

**AMENDMENT 1  
GRANT CONTRACT GG1438203**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department Homeless Health Care Center, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Twenty Two Thousand Two Hundred Fifty Two Dollars (\$122,252). The Grant amount shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
  
2. The following is added as Grant Contract section E.9.:
  - E.9. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER**


3-20-14

GRANTEE SIGNATURE

DATE

**BECKY BARNES, ADMINISTRATOR**

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

GRANTEE SIGNATURE

DATE

**JIM M. COPPINGER, COUNTY MAYOR**

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

DATE



# Hamilton County Board of Commissioners RESOLUTION

No. 414-7

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Bella Pointe Drive.**

**WHEREAS,** Bella Pointe Drive is in the 3<sup>rd</sup> Civil District, the 1<sup>st</sup> County Commission District in the Bella Pointe Subdivision, on State Tax Map Number 41, has a 50 foot right-of-way, an 8 inch stone base, a 2 inch plant mix pavement with concrete curbs and was built by Hedgecoth Construction and Card Paving Co. for the developer George Luttrell; and,

**WHEREAS,** Bella Pointe Drive leads from Clift Mill Road north 0.19 miles to a turnaround; and,

**WHEREAS,** the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **20 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 414-8

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Argyle Court.**

**WHEREAS,** Argyle Court is in the 2<sup>nd</sup> Civil District, the 7<sup>th</sup> County Commission District, in Oxford Park PUD, on State Tax Map Number 172, has a 40 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs and was built by Brad Higgins Construction and Spears Hopkins Paving Inc. for the developer Waters-Holland LLC; and,

**WHEREAS,** Argyle Court leads from East Brainerd Road east 0.06 miles to a turnaround; and,

**WHEREAS,** the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **20 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 414-9

**A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: Blazing Star Court, and an extension of Trout Lily Drive.**

WHEREAS, The above listed roads are new subdivision roads in the Meadow Stream Subdivision and have been inspected by the Hamilton County Division of Public Works and meet current County Subdivision Regulations; and,

WHEREAS, the list of roads, a copy of which is attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein, completely describes the amendments to be made to the “Master List of Roads and Speed Limits”.

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

1. That the above named roads be declared district roads, 2<sup>nd</sup> class.
2. That the attached amendments to the “Master List of Roads and Speed Limits” are hereby adopted and approved.
3. That the “Master List of Roads and Speed Limits” is hereby amended.

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date

**ROAD NAME**

**DESCRIPTION**

Blazing Star Court

Blazing Star Court is in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District, in the Meadow Stream Subdivision on State Tax Map Number 113, leading from Trout Lily Drive south 0.32 miles to a turnaround, has a 50 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by McDaniel & Son Construction and Lofty Grading & Paving Inc. for the developer Rogers Family Farm Inc.

The speed limit on said road shall be **20 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

Trout Lily Drive

Resolution No. 510-31 dated May 19, 2010 shows the mileage of Trout Lily Drive as being 0.71 miles, described as leading from Tranquility Drive north to a temporary turnaround and south to a turnaround; whereas, a new extension of Trout Lily Drive was constructed leading from the existing Trout Lily Drive 0.02 miles to a temporary turnaround, has a 50 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by McDaniel & Son Construction and Lofty Grading & Paving for the developer Rogers Family Farm Inc.; and, whereas, Trout Lily Drive is in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District in the Meadow Stream Subdivision on State Tax Map Number 114, leading from Tranquility Drive north 0.73 miles to a temporary turnaround.

The speed limit on said road shall be **25 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.



# Hamilton County Board of Commissioners

## RESOLUTION

No. 414-10

A RESOLUTION ACCEPTING THE BID OF SHERWIN WILLIAMS COMPANY FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 1, 2014, THROUGH APRIL 30, 2015, FOR WATERBORNE HIGHWAY TRAFFIC PAINT 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 pricing for waterborne highway traffic paint for the Highway Department; and,

WHEREAS, the bid of Sherwin Williams Company was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

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

That the bid of Sherwin Williams Company for one (1) year contract pricing, beginning May 1, 2014, through April 30, 2015, for waterborne highway traffic paint 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

\_\_\_\_\_  
April 2, 2014

Date

Bid#0314-107 Highway Traffic Paint  
Hamilton County, Tennessee

TRAFFIC PAINT (WATERBORNE)

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) year contract unit pricing for Waterborne Traffic Paint for the Hamilton County Highway Department. Paint to be ordered and shipped in truck load quantities.

**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 March 18, 2014 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#0314-107: Highway Traffic Paint". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY / MAILING INSTRUCTIONS**

*NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.*

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0314-107 Highway Traffic Paint	Bid #0314-107 Highway Traffic Paint
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

**Contacts:**

Questions concerning paint specifications should be directed to Mr. Harold Austin, Highway Department Director, (423) 855-6100.

Questions concerning bid procedures should be directed to the Linda Chumbler, Purchasing Department, (423) 209-6350, or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

Bid#0314-107 Highway Traffic Paint  
Hamilton County, Tennessee

**Specifications:**

One (1) year contract pricing to supply Hamilton County Highway Department with (Waterborne) traffic paint. Paint to be shipped in 275 gallon containers with metal cage outside and 2" OD outlet valve. Shipping containers are to be picked up at the same point of delivery. All cost to be included in the unit price for paint.

Ship to address:

Hamilton County Highway Department  
7625 Standifer Gap Road  
Chattanooga, Tennessee, 37421.

Paint will be ordered in truck load quantities.

Delivery required within thirty (30) days after receipt of order.

Paint must meet State of Tennessee DOT specifications and **must** have material certification sheets at delivery.

**Pricing:**

Yellow Traffic Paint: \$ \_\_\_\_\_ per gallon.

White Traffic Paint: \$ \_\_\_\_\_ per gallon.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bid#0314-107 Highway Traffic Paint  
Hamilton County, Tennessee

### 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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@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 0314-107 - Log**

3/03/2014 8:02 AM Eastern

**Highway Traffic Paint**

Bids Due Date/Time: 3/18/2014 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 3/18/2014 10:30:00 AM Eastern  
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Message Summary

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<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>
3/03/2014 8:02:52AM	Eastern	Linda Chumbler	<a href="#">0314-107 - Highway Traffic Paint</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	92	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on March 3, 2014, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract unit pricing for Waterborne Highway Traffic Paint will be opened at 10:30 AM (ET) on March 18, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



Traffic Paint  
 March 18, 2014

Highway Department  
 10:30 A.M.

Vendors:	Sherwin	Ennis	Allstates	Ozark	Sunago	Franklin
	Williams	Paint	Coatings	Materials	Supply	Paint
	Company	Inc.	Company	LLC	Co.	Co. Inc.
Yellow per gal.	\$7.47	\$8.25	\$8.89	\$8.99	\$9.67	\$9.95
White per gal.	\$7.73	\$8.50	\$8.73	\$8.83	\$9.99	\$10.35
Delivery:	30 days ARO	14-21 days	30 days ARO	20 days ARO	30 days	5-10 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/3/2014
Vendor Notification	92
Vendor Response:	6
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 414-12

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH ARTECH DESIGN GROUP, INC. FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE DALLAS BAY FIREHALL #2 ADDITION FOR AN AMOUNT NOT TO EXCEED \$31,940.00.**

**WHEREAS, Resolution 214-34 was approved by this Legislative Body on February 19, 2014 approving the firm of Artech Design Group, Inc. to design the Dallas Bay Firehall #2 Addition; and,**

**WHEREAS, the total amount of the preliminary architectural design phase of the contract shall not exceed \$31,940.00 without approval by the County Commission; and,**

**WHEREAS, the amount will be paid out of bond funds.**

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

**That the County Mayor is authorized to enter into and execute an agreement with Artech Design Group, Inc. to provide preliminary architectural design services for the Dallas Bay Firehall #2 Addition for an amount not to exceed \$31,940.00.**

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 214-34

## A RESOLUTION TO APPROVE THE FIRM OF ARTECH DESIGN GROUP, INC. FOR DESIGN OF THE DALLAS BAY FIREHALL #2 ADDITION.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Artech Design Group, Inc. to design the Dallas Bay Firehall #2 Addition; and,

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Artech Design Group, Inc. is approved to design the addition to the Dallas Bay Firehall #2.

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

MB: 402  
PAGE: 424

#### CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

County Clerk

County Mayor

February 19, 2014

Date

Programming, Design and Budget Development Proposal  
Hamilton County Government

**PROJECT NAME:** Dallas Bay Volunteer Fire and Rescue, Inc.  
Fire Hall #2 Modifications and Expansion  
1950 McConnell School Road  
Hixson, TN

**INTRODUCTION:** Hamilton County wishes to remodel and add on to the existing Dallas Bay Fire Hall. Prior to starting final design, the County wishes to establish the building program, scope and budget for approval by the County Commission.

**THE PROJECT:** Renovation and addition to the existing Dallas Bay Fire Hall #2. The existing building is approximately 4,500 square feet and the addition is estimated to be approximately 7,500 square feet.

**OUR SERVICES:** We will perform the following services:

Provide topographic survey indicating topographic information and existing utilities and encumbrances only (no property lines).

**Investigate Existing Building**

- Measure and draw existing floor plan.
- Visually investigate the existing building for any potential issues that may affect the construction.
- Analyze existing structural, mechanical, electrical, plumbing and other building components including code. The purpose of this is to determine the adequacy of existing conditions. This will provide direction on the amount of remodeling that must be done to the existing building.

Work with the Fire Department to determine size of necessary spaces and determine the spatial relationships between them.

Present up to three alternative layouts indicating possible addition location.

Prepare minimal design drawings/specifications necessary to communicate the design to the Fire Department and to budget the design. Design will include grading and storm water design.

Prepare estimated probable construction cost.

Meet with client as required.

Hamilton County will provide geotechnical and Phase I environmental investigation of existing building and site.

<b>FEES:</b>	<b>Lump sum</b>	* * *	<b>\$31,940.00</b>
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END PROPOSAL

\* \* \*



# Hamilton County Board of Commissioners

## RESOLUTION

No. 414-13

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MICHAEL BRADY, INC. FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE NEW SALE CREEK FIREHALL HEADQUARTERS FOR AN AMOUNT NOT TO EXCEED \$48,182.00.**

**WHEREAS,** Resolution 214-36 was approved by this Legislative Body on February 19, 2014 approving the firm of Michael Brady, Inc. to design a new Sale Creek Firehall Headquarters; and,

**WHEREAS,** the total amount of the preliminary architectural design phase of the contract shall not exceed \$48,182.00 without approval by the County Commission; and,

**WHEREAS,** the amount will be paid out of bond funds.

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

That the County Mayor is authorized to enter into and execute an agreement with Michael Brady, Inc. to provide preliminary architectural design services for the new Sale Creek Firehall Headquarters for an amount not to exceed \$48,182.00.

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 214-36

## A RESOLUTION TO APPROVE THE FIRM OF MICHAEL BRADY, INC. FOR DESIGN OF A NEW SALE CREEK FIREHALL HEADQUARTERS.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Michael Brady, Inc. to design the new Sale Creek Firehall Headquarters.

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Michael Brady, Inc. is approved to design a new Sale Creek Firehall Headquarters.

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

MB: 402  
PAGE: 426

#### CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

County Clerk

County Mayor

February 19, 2014

Date

March 6, 2014

Mr. Todd Leamon  
Hamilton County, Tennessee  
Engineering Department  
Suite 3050 DRC  
1250 Market Street  
Chattanooga, TN 37402

Re: Sale Creek Volunteer Fire Department Headquarters  
Preliminary Design Services

Dear Mr. Leamon:

Thank you for the opportunity to provide you with this proposal for Preliminary Architectural & Engineering Design Services for the Sale Creek Volunteer Fire Department Headquarters. Our scope of work and fees are as follows:

#### Scope

Based on our Architect Design Proposal Meeting on 3/4/2014 we understand the scope of services as follows:

#### 1) Program Phase

- a) We shall meet with Sale Creek VFD & Hamilton County engineering staff to ascertain the building program requirements for the project with respect to cost, the site, the relationship of the project to other structures and facilities, and the scope and functional aspects of the program.
- b) Develop a Statement of Probable Construction Cost based on the space program utilizing a combination of RS Means Square Foot data, MBI's historical data, and in-house estimator's experience and expertise.
- c) Program Phase Deliverables:
  - i) Written Space Program with conceptual room layouts for select areas.
  - ii) Statement of Probable Construction Cost based on the written space program

#### 2) Schematic Design Phase

- a) Confirm the space program with Sale Creek VFD & Hamilton County engineering staff.
- b) Develop schematic drawings of the project, showing the basic design approach, siting in relation to existing environment, circulation and organization of major building functions, and functional/aesthetic aspects of the design concept.
- c) Prepare an outline of the building systems that shall describe and give design criteria of the major elements of the proposed building systems. Detail of description should be consistent with the level of detail of the schematic design.
- d) Prepare sketches of design concepts showing elevations and exterior appearances for evaluation of the alternative concepts.

Cleveland  
3855 North Ocoee Street NW  
Cleveland, TN 37312  
423-305-5773

Knoxville  
299 North Weisgarber Road  
Knoxville, TN 37919  
865-584-0999

Cookeville  
370 B Reagan Street  
Cookeville, TN 38501  
931-644-2122

- e) Prepare a statement of the total Probable Construction Cost, based on the schematic design utilizing assemblies data from a combination of RS Means data, MBI's historical data, and in-house estimator's experience and expertise.
- f) Schematic Design Phase Deliverables:
  - i) Schematic Design Package including but not limited to Site Plan, Floor Plans, Exterior Elevations and Exterior Perspective Views.
  - ii) Written outline specification describing building systems and materials to be utilized.
  - iii) Statement of Probable Construction Cost based on the Schematic Design Package

Unless otherwise requested, drawings will be prepared in Autodesk Revit. Final drawings will be provided in printed and pdf format to Sale Creek VFD & Hamilton County engineering staff.

Fee

Services to be provided on lump sum basis per project phase as follows:

Program Phase

Architecture & Engineering Services	\$7,536.00
<u>Cost Estimating</u>	<u>\$800.00</u>
Total	\$8,336.00

Schematic Design Phase

Architecture & Engineering Services	\$30,846.00
<u>Cost Estimating</u>	<u>\$3,500.00</u>
Total	\$34,346.00

Additional Services

Surveying*	\$5,500.00
------------	------------

\* See the attached Survey Requirements 3-021.pdf for the scope of surveying services to be provided. We request that if Hamilton County chooses to pursue surveying services from a different provider that the provider utilizes these requirements.

Please do not hesitate to call if you have any questions about this proposal and again thank you for this opportunity.

Sincerely,

**Michael Brady, Inc.**



Michael G Brady, AIA  
Chief Executive Officer

Attachments:

Survey Requirements 3-0021.pdf



# Hamilton County Board of Commissioners

## RESOLUTION

No. 414-14

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH HEFFERLIN + KRONENBERG ARCHITECTS, FOR PRELIMINARY ARCHITECTURAL DESIGN SERVICES FOR THE NEW TRI-COMMUNITY FIREHALL #3 FOR AN AMOUNT NOT TO EXCEED \$40,538.00.**

**WHEREAS,** Resolution 214-35 was approved by this Legislative Body on February 19, 2014 approving the firm of Hefferlin + Kronenberg Architects to design a new Tri-Community Firehall #3; and,

**WHEREAS,** the total amount of the preliminary architectural design phase of the contract shall not exceed \$40,538.00 without approval by the County Commission; and,

**WHEREAS,** the amount will be paid out of bond funds.

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

**That the County Mayor is authorized to enter into and execute an agreement with Hefferlin + Kronenberg Architects to provide preliminary architectural design services for the new Tri-Community Firehall #3 for an amount not to exceed \$40,538.00.**

**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

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 214-35

## A RESOLUTION TO APPROVE THE FIRM OF HEFFERLIN + KRONENBERG ARCHITECTS FOR DESIGN OF A NEW TRI-COMMUNITY FIREHALL #3.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Hefferlin + Kronenberg Architects to design the new Tri-Community Firehall #3.

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Hefferlin + Kronenberg Architects is approved to design a new Tri-Community Firehall #3.

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

MB: 402  
PAGE: 425

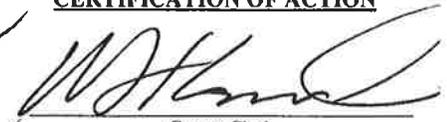
#### CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

  
County Clerk

  
County Mayor

February 19, 2014

Date



# HEFFERLIN + KRONENBERG ARCHITECTS PLLC

525 West Main Street Chattanooga TN 37402 Tel 423 266 3656 Fax 423 266 3357

17 March 2014

John Agan, PE  
Director of Engineering  
Hamilton County, Tennessee  
1250 Market Street, Suite 3050  
Chattanooga, TN 37402-2713

RE: Tri-Communities Fire Hall Proposal

Mr. Agan,

It is our pleasure to provide a proposal for Schematic Design and Cost Estimating services for the proposed new Tri-Communities Fire Hall to be located in Apison.

We understand you wish to construct a new Fire Hall that will include living quarters for full time Fire Department personnel, Volunteer Fire Department personnel, an apparatus bay, and a community room with support spaces to be used for voting and various other community activities.

Our specific services are as follows. We will create a set of schematic design documents for your review and approval and a detailed cost estimate based on this design. It is our understanding that this schematic design and cost estimate will be submitted to the County Commission for approval before proceeding with the remaining design phases.

We will provide the following as part of Basic Architectural, MEP & FP, Civil, and Structural Schematic Design Services:

1. Meetings / Coordination: Attend up to 3 meetings to coordinate and review the design with the County and Fire Department.
2. Drawings:
  - a. Site Plan
  - b. Floor Plans
  - c. Elevations
  - d. Building Sections
  - e. 3D Renderings using Google SketchUp
  - f. MEP & FP, Civil, and Structural Design Narratives and necessary schematic drawings to explain various scopes to the client and cost estimator

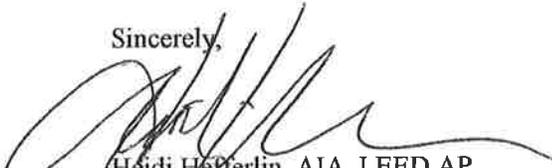
We will provide the following added services in addition to the basic services listed above:

1. Boundary and Topographic Survey
2. Detailed Cost Estimate formatted according to the standard CSI Format

Our lump sum fee for these services is \$40,538. A detailed breakdown is provided on the attached. Reimbursable expenses will be billed at 1.10 times the cost incurred by the architect. Assuming a start date of April 7<sup>th</sup>, 2014, a finalized schematic design package and cost estimate will be delivered on May 19<sup>th</sup>, 2014.

Thank you for the opportunity to work with you on this project.

Sincerely,



Heidi Hefferlin, AIA, LEED AP

Enclosure

TRI-COMMUNITIES FIRE HALL - SCHEMATIC DESIGN FEE BREAKDOWN

<b>TASK</b>	<b>FEE</b>
<b>Basic Schematic Design Services:</b>	
Architectural, MEP & FP, Civil, & Structural	<b>\$28,213</b>
Reimbursables	<b>\$1,400</b>
<b>Added Services:</b>	
Boundary and Topographic Survey	<b>\$5,175</b>
Detailed Cost Estimate	<b>\$5,750</b>
<b>Total for all Services:</b>	<b>\$40,538</b>



## Hamilton County Board of Commissioners RESOLUTION

No. 414-15

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR A \$460,000 GRANT, WHICH INCLUDES A REQUIRED MATCHING CONTRIBUTION NOT TO EXCEED \$230,000, TO FUND THE DEVELOPMENT OF EQUESTRIAN TRAILS AT ENTERPRISE SOUTH NATURE PARK

WHEREAS, The Master Plan for Enterprise South Nature Park (ESNP) calls for the creation of equestrian trails in the undeveloped section of the park that was set aside for this purpose; and,

WHEREAS, Hamilton County currently has no public equestrian trails available as part of the community's outdoor recreation amenities; and,

WHEREAS, The development of the equestrian trails at ESNP has been delayed while awaiting construction of the State SAI road scheduled for completion this fall, which will provide access to that section of the park from Highway 58; and,

WHEREAS, The cost of the project, which includes a paved roadway, parking area, waterless restrooms and trail construction, is estimated at \$460,000 and includes \$230,000 in required matching funds shared equally by the City and the County; and,

WHEREAS, County matching funds will come from bond funds and are contingent upon City matching funds; and,

WHEREAS, Qualified volunteers from The Southern Appalachia Back Country Horsemen's association have agreed to provide technical assistance in trail design and construction and in-kind labor to build approximately 10 miles of trails; and,

WHEREAS, The sustainable design of the trails and trailhead was created with considerable public input and will minimize impact to the environment; and

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

The County Mayor is hereby authorized to submit an application to the Tennessee Department of Environment and Conservation for a \$460,000 grant, which includes a required matching contribution not to exceed \$230,000, to fund the development of equestrian trails at Enterprise South Nature Park.

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

April 2, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 414-16

**A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS FOR A ONE (1) YEAR TERM, COMMENCING MAY 1, 2014, AND EXPIRING APRIL 30, 2015; DESIGNATING A CHIEF JUDICIAL COMMISSIONER; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.**

**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,** the current term of office of Randall L. Russell and Sharetta T. Smith as Judicial Commissioners expire on April 30, 2014; and

**WHEREAS,** the Security and Corrections Committee of this legislative body has recommended that these two (2) previously appointed individuals (who have each expressed their desire to continue to serve) be re-appointed to said position(s) for a one (1) year term commencing on May 1, 2014; and ending April 30, 2015; and

**WHEREAS,** it is now the decision of this legislative body that Randall L. Russell and Sharetta T. Smith be re-appointed as Judicial Commissioners; and 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 and Sharetta T. Smith are hereby re-appointed as Judicial Commissioners to assist the General Sessions Court of Hamilton County, Tennessee,

with each receiving the present annual compensation of Sixty One Thousand One Hundred Forty Four Dollars (\$61,144.00) in addition to certain other specified employee benefits afforded to Hamilton County employees.

**BE IT FURTHER RESOLVED:**

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

April 2, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 414-17

**A RESOLUTION TO CONFIRM THE APPOINTMENTS BY THE COUNTY MAYOR OF ALBERT C. KISER AS ADMINISTRATOR OF FINANCE AND LEE BROUNER AS ASSISTANT ADMINISTRATOR OF FINANCE, RESPECTIVELY, EFFECTIVE APRIL 1, 2014.**

**WHEREAS,** Louis S. Wright has submitted his resignation as Administrator of Finance, effective April 1, 2014; and

**WHEREAS,** Albert C. Kiser has served as Assistant Administrator of Finance since 1998, and the County Mayor has appointed him as Administrator of Finance, effective April 1, 2014, at Salary Range 92, with an annual salary of \$128,630.84; and

**WHEREAS,** Lee Brouner has served as Assistant County Auditor and has been appointed by the County Mayor as Assistant Administrator of Finance, effective April 1, 2014, at Salary Range 85, with an annual salary of \$111,063.29.

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

That the appointments of Albert C. Kiser, as Administrator of Finance, and Lee Brouner, as Assistant Administrator of Finance, respectively, are hereby confirmed for the Salary Range and salary as stated above as to each and becoming effective April 1, 2014.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 2, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 414-18

**TITLE**

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR, ALONG WITH HAMILTON COUNTY JUVENILE COURT, TO RECOGNIZE APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH.**

**WHEREAS, in 1983, Congress declared April to be National Child Abuse Prevention Month.**

**WHEREAS, the future prosperity of any community depends on its ability to foster the health and well-being of the next generation. Yet, when not all children have equal opportunity for healthy growth and development-due to experiences of child abuse and neglect-we put our future at risk.**

**WHEREAS, the recognition of National Child Abuse Prevention Month raises the awareness of issues surrounding child maltreatment and abuse.**

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

**That the County Mayor, and the Board of County Commissioners, do hereby proclaim April as Child Abuse Prevention Month in Hamilton County, Tennessee, and urge all citizens to participate appropriately in its observance.**

**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

April 2, 2014

\_\_\_\_\_  
Date